

## CELL C WEBSITE AND ONLINE SERVICES TERMS AND CONDITIONS

This document contains the terms and conditions for the use of Cell C's Online Services. Accordingly, by visiting, accessing and/or using any of Cell C's Online Services you agree to the following terms and conditions.

In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended ("ECTA") these terms and conditions are binding on and are enforceable against all persons who access and/or use the Online Services offered by Cell C.

The Online Services are made available to you by Cell C conditional upon your acceptance, without any amendment, of these terms and conditions. If you do not agree with these terms and conditions you must leave the Cell C web site and discontinue your use and/or access of the Online Services without delay, as further use and/or access will mean that you have accepted and agree to these terms and conditions.

By using the Online Services you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Online Services only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these terms and conditions and to be liable and responsible for you and all your obligations under these terms and conditions.

Important terms and conditions which may limit Cell C's responsibility or involve some risk for you may be in **bold** including provisions which may limit Cell C's risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these terms and conditions, unless stated otherwise, the following terms shall have the following meanings:
  - 1.1.1. "Cell C" means Cell C Limited, registration number 1999/007722/06 and Cell C Service Provider Company Proprietary Limited, registration number 2001/008017/07;
  - 1.1.2. "Cell C Group" means Cell C, their affiliate companies, their service providers, suppliers and partners;
  - 1.1.3. "Online Services" means: (a) the Cell C website owned and operated by Cell C and located at <http://www.cellc.co.za>, including any page, part or element thereof including, without limitation, all and any information, data, documents, intellectual property, material, products (including software) or services contained in, accessed through, or downloaded or obtained from this website; and (b) any other service offered by Cell C through electronic means, including but not limited to electronic billing platforms, online portals, and interactive customer websites, and shall include the content and information provided or exchanged as part of such services, and a reference to "Online Service" refers to any one of them as the context may require;
  - 1.1.4. "you or your" means any person who enters, visits, accesses and/or uses the Online Services, notwithstanding the fact that such a person only enters, visits, accesses and/or uses the home page of the Online Service; and
  - 1.1.5. "Personal Information" means "*Personal Information*" as such term is defined in the Protection of Personal Information Act of 2013.
- 1.2. References herein to the singular include the plural and *vice versa*.
- 1.3. Hyperlinks have been used in these terms and conditions. The fact that some or all of the hyperlinks may be non-operational, shall not play a role in the determination of the validity and interpretation of these terms and conditions.

### 2. DISCLAIMER

- 2.1. **Whilst every reasonable effort has been made by the Cell C Group to ensure the proper performance of the Online Services, the accuracy of the content, information and images and the reliability of the binary data on the Online Services, the Cell C Group or any of their employees, directors, agents or authorised representatives do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content, information and/or images offered on the Online Services.**
- 2.2. **Cell C makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Online Services or as to the accuracy, completeness or reliability of any information on the Online Services and assumes no liability or responsibility for the proper performance of the Online Services. As such, Cell C does not warrant that the Online Services will meet your requirements, be uninterrupted, complete, timely, secure, error free, of your expected quality, operation or that they are fit for the purpose for which they were created.**
- 2.3. **If any goods are sold from the Online Services, which goods may under certain specified circumstances be under warranty, the Online Services themselves and all information provided on the Online Services are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be permitted in law.**
- 2.4. **In addition to the disclaimers contained elsewhere in these terms and conditions, Cell C makes no warranty or representation, whether express or implied, that the information or files available on the Online Services are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of Cell C, its employees, directors, agents or authorised representatives.**
- 2.5. **The use of the Online Services is entirely at your own risk and you assume full responsibility for any risk or loss**

resulting from use of the Online Services or reliance on any information on the Online Services. Cell C disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to and/or use of the Online Services to the extent permitted by law.

### 3. INDEMNITIES AND LIMITATION OF LIABILITY

- 3.1. Cell C shall not be liable to you or any third party, in any manner whatsoever, and you indemnify Cell C accordingly, for any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Online Services or your use of the Online Services, other than in respect of losses caused by Cell C gross negligence or intentional misconduct.
- 3.2. Cell C shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any licence to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes or any other cause beyond Cell C's reasonable control.

### 4. PERMITTED USE AND LICENSE

- 4.1. You agree and confirm that you are over the age of 18 years and are authorised to access, make purchases or payments, and/or make changes to any account, Personal Information and associated profile settings on any of the Online Services available to you.
- 4.2. In the event that you are not the account holder and/or are not authorised to make use of the relevant Online Services, you declare that you have obtained the necessary consent for access to and/or to make changes to the relevant accounts, Personal Information, profile settings, as well as make purchases and payments.
- 4.3. It may be required of you to update your personal details to continue using certain functions of the Online Services. You agree and confirm that you are the authorised person to use the details that you are registering/logging-on with and the information provided to Cell C is accurate and your own personal details. If the Personal Information provided to Cell C is not your information or is incorrect, Cell C will not be held liable in any way. If Cell C establish that the intention of using incorrect and/or false Personal Information is to conduct fraud or malicious activities on this portal, you will be criminally prosecuted as per current legislation.
- 4.4. You are only permitted and may only use, access, browse, view, amend, download and print the content and details of the Online Services for lawful and legal purposes and in accordance with the limitations and/or restrictions contained in these terms and conditions.
- 4.5. You warrant that you shall not:
- 4.5.1. use the Online Services for commercial and non-private purposes;
  - 4.5.2. use the Online Services to receive or transmit material which is in violation of any law or regulation, which is hate-speech, offensive, obscene, threatening, racist, defamatory, in breach of confidence, or in breach of any intellectual property rights;
  - 4.5.3. use the Online Services for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming";
  - 4.5.4. intercept any information transmitted to or from Cell C or the Online Services which is not intended by Cell C to be received by you.
- 4.6. The caching of the Online Services shall only be allowed if:
- 4.6.1. the purpose of the caching is to make the onward transmission of the content from the online services more efficient;
  - 4.6.2. the cached content is not modified in any manner whatsoever;
  - 4.6.3. the cached content is updated at least every 12 (twelve) hours; and
  - 4.6.4. the cached content is removed or updated when so required by Cell C.
- 4.7. If you use content from the Online Services in breach of these terms and conditions:
- 4.7.1. Cell C reserves the right to claim damages from you;
  - 4.7.2. Cell C reserves the right to institute criminal proceedings against you; and
  - 4.7.3. **Cell C shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by you or any third party who obtained any content from you.**
- 4.8. Hyperlinks to the online services from any other source shall be directed at the home page of the Cell C Online Services.
- 4.9. You may quote small and reasonable amounts of content available from the Online Services only if such content is placed in inverted commas and the source acknowledged.
- 4.10. No person may, without the prior written consent of Cell C, frame the Online Services in any manner whatsoever.
- 4.11. Apart from bona-fide search engine operators, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Online Services for any purposes, without the prior written consent of Cell C.
- 4.12. E-mail addresses, names, telephone numbers and fax numbers published on the Online Services may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information in/on the online services may be used to communicate unsolicited communications to Cell C and all of Cell C's rights are reserved.
- 4.13. All licenses and/or permissions granted in terms of these terms and conditions are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Cell C at any time without prior notice or reason.

### 5. PASSWORD/PIN FOR ACCESS TO ONLINE SERVICES

- 5.1. You agree that you will be responsible for the safekeeping of your password/pin for access to all Online Services and you accept

all liability in the event that the password/ pin is disclosed to a third party, whether intentional or unintentional. You agree that the disclosure of your password/ pin is done at your own risk as the third party may have access to your personal, account and billing information.

- 5.2. Furthermore, you acknowledge that you are responsible for ensuring that no unauthorised access to the online services is obtained using your password/pin, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.
- 5.3. You must immediately notify Cell C in writing if the secrecy or confidentiality of your password is compromised or if your password is disclosed to any unauthorised person, such notification may be addressed to [custserv@cellc.co.za](mailto:custserv@cellc.co.za).
- 5.4. **You accordingly indemnify Cell C for any claim, liability, damage or loss arising as a result of the use or misuse of your password/pin.**

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All intellectual property on the Online Services and all the rights contained therein, including but not limited to content, trademarks, trading styles, trading name, trade secrets, know-how, emblems, symbols and logos, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons, models and hyperlinks (whether registered or not) and whether now existing or which come into existence in the future are the property of or are licensed to the Cell C Group and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights provided to you in these terms and conditions, all of the rights to intellectual property on the Online Services are expressly reserved. As such, all and any unauthorised use thereof is expressly prohibited.
- 6.2. Where any part of the Online Services (including any of the materials, services and/or goods) have been licensed to any member of the Cell C Group or belong to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such terms and conditions.

## **7. SOFTWARE AND EQUIPMENT**

- 7.1. It is your responsibility to acquire and maintain, at your own expense, the necessary computer hardware, software, communication lines and internet access accounts required to access the internet and the Online Services.
- 7.2. Subject to the provisions of these terms and conditions, you may download content from the Online Services, view and print the materials contained on the Online Services restrictively for your own personal use and only for non-commercial purposes. This permission does not extend to the source code of the Online Services or any of their parts thereof.

## **8. USE OF YOUR PERSONAL INFORMATION AND DIRECT MARKETING**

- 8.1. By visiting, accessing and/or using the Online Services, you understand and acknowledge that the Cell C Group is required to comply with the provisions of the Protection of Personal Information Act of 2013 to, amongst other things, ensure the privacy and confidentiality of your Personal Information. For purposes of this, you confirm, agree, understand, acknowledge that by visiting, accessing and/or using the Online Services, –
  - 8.1.1. you disclose and provide your Personal Information to the Cell C Group voluntarily and consent and authorise the C Cell Group to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C's Privacy Policy ("Privacy Policy"). Please [click here](#) to access the Privacy Policy;
  - 8.1.2. you agree and consent to be bound by the terms and conditions of the Privacy Policy; and
  - 8.1.3. you agree and consent to be contacted by the Cell C Group in respect of their direct marketing campaigns, which contacts will be in accordance with the terms and conditions of the Privacy Policy.

## **9. COOKIES AND SIMILAR TECHNOLOGIES**

- 9.1. When you visit, access and/use the Online Services we may store some information (commonly known as "Cookies") onto your device, or read Cookies already on your device, subject always to obtaining your consent, where required, in accordance with applicable law. We use Cookies to record information about your device, your browser and, in some cases, your preferences and browsing habits. We may process your Personal Information through Cookies and similar technologies. You can determine any use of Cookies through your browser settings, but note that turning off cookies may cause certain features of the Online Services to be unavailable to you.
- 9.2. We may process your Personal Information by our use of Cookies and similar technologies.

## **10. HYPERLINKS TO THIRD PARTY SITES**

- 10.1. In the event that the Online Services contain hyperlinks to third party sites not controlled by Cell C ("Target Sites"), Cell C is not responsible for the content of, or the services offered by those sites. The hyperlinks are provided solely for your convenience and should not be construed as an express or implied endorsement by Cell C of the Target Sites or the products or services provided therein or any association with their operators. You access the Target Sites and use their products and services solely at your own risk and Cell C recommends that you check the policies of the Target Sites you visit (including their data or privacy practices) before using the site or providing any Personal Information about yourself and others.
- 10.2. Cell C shall not be liable, in any manner whatsoever, for any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from the use and access to Target Sites and the content on such Target Sites. **In the event that you link to the content beyond the home page of the Online Services without Cell C's prior written consent, you do so at your own risk and indemnify Cell C against any loss, liability or damage that may result from the use of content from such links.**

## **11. SECURITY**

- 11.1. Cell C shall take all reasonable steps to secure the content of the Online Services and the information provided by and collected from you from unauthorised access and/or disclosure, however, Cell C makes no warranties or representations in this regard.
- 11.2. While Cell C has implemented appropriate and reasonable security technologies and practices, please be aware that internet is an open system, the transmission of information via the internet is not completely secure. **Accordingly, Cell C assumes no responsibility or liability of any nature whatsoever for the interception or loss of Personal Information beyond Cell C's control.**

## **12. ELECTRONIC COMMUNICATIONS**

- 12.1. By visiting, accessing and/or using the Online Services, you agree that these terms and conditions create a binding agreement between Cell C (and the Cell C Group) and you, even though these terms and conditions are wholly or partly in the form of a data message. You agree specifically that:
- 12.1.1. the agreement will be treated as if it was concluded at Cell C's physical address detailed below on the date on which you first made any use of the Online Services;
  - 12.1.2. an electronic signature is not required by you or Cell C for purposes of agreeing to these terms and conditions. You agree that by visiting, accessing and/or using the Online Services this will be sufficient evidence of your agreement to these terms and conditions;
  - 12.1.3. any data message sent by you to will be deemed to have been sent from Cell C's physical address detailed below below if neither your usual place of business nor residence is located within the Republic of South Africa; and
  - 12.1.4. any data message sent by Cell C to you will be deemed to have been received by you at Cell C's physical address detailed below if neither your usual place of business nor residence is located within the Republic of South Africa;
  - 12.1.5. a data message sent by you to Cell C will only be treated as having been received by Cell C when an acknowledgement of receipt is sent by an individual who had authority to act on behalf of Cell C in respect of that data message.
- 12.2. Access to the services, content, software and downloads available from the Online Services may be classified as "electronic transactions" as defined in terms of ECTA and you therefore may have the rights detailed in ECTA. Accordingly, Cell C provides the following information:
- 12.2.1. The full name and legal status of the Online Services owner: Cell C Limited, registration number 1999/007722/06 and Cell C Service Provider Company Proprietary Limited, registration number 2001/008017/07.
  - 12.2.2. Physical address (including for receipt of legal service): Corner Maxwell Drive and Pretoria Main Road, Buccleuch, Extension 10, 2090;
  - 12.2.3. Postal address: Private Bag X36, Benmore, 2010, Johannesburg, South Africa;
  - 12.2.4. Main business: Cell C is an electronic communications provider;
  - 12.2.5. The website address of Cell C's website is: <http://www.cellc.co.za>;
  - 12.2.6. The official e-mail address of the Cell C web site is: [custserv@cellc.co.za](mailto:custserv@cellc.co.za);
  - 12.2.7. Access to and use of the Online Services is zero rated for Cell C subscribers. However, accessing the Online Services through any other networks may be subject to applicable rates charged by Cell C and/or your network provider, as the case may be, for accessing same;
  - 12.2.8. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding access to online services; the inability to access the Online Services, the services and content available from the Online Services and these terms and conditions, shall be referred to Cell C;
  - 12.2.9. You may return goods or services as detailed in ECTA, the Consumer Protection Act and Cell C's policies; and
  - 12.2.10. you may lodge complaints concerning the online services with Cell C at [custserv@cellc.co.za](mailto:custserv@cellc.co.za).

### **13. CHANGES AND AMENDMENTS**

- 13.1. To the extent permitted by law, Cell C reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:
- 13.1.1. Change, restrict and/or terminate these terms and conditions to you in particular, or to the public in general or to revise these terms and conditions, and/or the prices at which the services and/or goods are offered, at any time;
  - 13.1.2. change the content, goods and/or services available from the Online Services;
  - 13.1.3. alter and/or discontinue any aspect of the Online Services; and/or
  - 13.1.4. change the software and hardware required to access and use the Online Services.
- 13.2. The amended versions of the terms and conditions and the Online Services will be displayed in the same media as these terms and conditions. By continuing to visit, use and/or access the Online Services, you agree and understand that you will be bound by the amended terms and conditions from time to time, and the obligation is on you to review these terms and conditions at regular intervals. These terms and conditions, as amended by us from time to time, constitute the sole agreement between you and Cell C unless otherwise stated herein.

### **14. GENERAL**

- 14.1. The Online Services are hosted, controlled and operated from the Republic of South Africa. The parties agree that these terms and conditions shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa, and the parties submit themselves to the jurisdiction of the courts of the Republic of South Africa.
- 14.2. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- 14.3. Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.