

# Cell C terms and conditions

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These Terms and Conditions are subject to iBurst's Standard Subscriber Terms and Conditions.

## DEFINITIONS

**Postpaid:** refers to all contract terms on offer, i.e. 12, 24 and 36 months.

**Hardware:** refers to any equipment that will enable the Subscriber to connect to the Service.

**Service:** refers to Cell C data service provided in accordance with these Terms and Conditions.

**Subscriber:** refers to the account holder whose details appear on the Subscriber application form.

**RICA:** refers to the Regulation of Interception of Communications and Provision of Communication-related Information Act.

- The Subscriber acknowledges that standard RICA rules and processes apply. The Service can only be activated after the Subscriber RICA information has been approved by iBurst. Standard RICA processes and business rules apply. These processes and business rules can be found at [www.cellc.co.za/about/rica](http://www.cellc.co.za/about/rica)

## POSTPAID BUSINESS RULES:

### Validity and Expiry

- The monthly data bundle allocation, according to the contractual package, will be valid until the end of that calendar month and will expire at 23:59:59 on the last day of the every calendar month.
- There is no carry-over of unused data to the next calendar month.
- New data bundles will be loaded at 00:00:00 on the first day of every month.
- The Service will be subject to pro rata rules.
- Once the 24 months have passed and the 25th month is entered, the account will default to a month-to-month contract. Otherwise the Subscriber can renew or cancel the contract and select a postpaid plan.

### Usage

- All data usage while within South African borders will be deducted from the Subscriber's monthly data allocation.
- Data usage for international roaming will be billed separately (at the applicable rate), will not deplete the data bundle itself and is subject to Cell C rules.
- Once the allocated contractual package for the Service has been depleted, the Subscriber may request the Service Provider to set a threshold limit to the amount(s) to be spent in addition to the contractual monthly bill. This data will be billed separately with pay-per-use (PPU) out-of-bundle rates applicable at the time of purchase.



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- Subscribers will be billed at the end of the month for the data usage that exceeded the contractual bundle billable amount.

## Migrations

- If a Subscriber wishes to migrate to an 'upward' postpaid data package, the Subscriber will undergo a further credit vetting process.
- Subscribers can migrate to packages with the same contractual duration, as long as it has a higher rand value.
- No downward migration is allowed.

## Carry-Over/Roll-Over

- There is no carry-over/roll-over of unused data to the following month.
- Data cannot be transferred from one Subscriber to another.
- Data value cannot be converted to rand value.

## Exclusions

- Data included in the promotion is not transferrable to any other contract, even if the other contract belongs to the same Subscriber.

## Coverage

- The user will only get HSPA+ connection speeds in areas with Cell C HSPA+ coverage. See link for coverage: <http://www.cellc.co.za/network-coverage-map>

## PREPAID BUSINESS RULES:

### Validity and Expiry

- The Subscriber will receive the first bundle as soon as the RICA process is completed.
- The data is valid for 30 days from the day of activation; the next bundle will be received on the first day of the next 30-day cycle.
- Once 360 days have passed, the account will revert to a standard Cell C prepaid account.

### Usage

- All local data usage (on Cell C) while within South African borders is to be deducted from the bundle first.
- International roaming is not possible at the moment as this is a prepaid product and Cell C does not offer prepaid roaming.



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- Once the included bundle has been depleted, the Subscriber can purchase top-ups from any outlet that provides Cell C prepaid services, subject to out-of-bundle rates applicable at the time of purchase.
- Subscribers must recharge with standard Cell C airtime to be able to continue usage once the included bundle is depleted.
- Subscribers can purchase data bundles (current data bundle rules will apply).
- Standard data bundle rules apply.

### Exclusions

- Data included in the product is not transferrable.
- The included data cannot be used for international data roaming.

### Coverage

- For up-to-date coverage information, please visit [www.cellc.co.za](http://www.cellc.co.za). The user will only get HSPA+ connection speeds in areas with Cell C HSPA+ coverage. See link for coverage: <http://www.cellc.co.za/network-coverage-map>

### Migration

- Migrations Tariff plans cannot be migrated. Furthermore, a Subscriber cannot migrate to another prepaid data offer.
- Cancellations are also not applicable, as the Subscriber has paid upfront for data to be used over a 12-month period.
- The return and refund policy applies.

### Carry- Over/Roll-over

- There is no carry- Over/roll-over of unused data to the following month.
- Data cannot be transferred from one Subscriber to another.
- Data value cannot be converted to rand value.

NB: All types of packages offered in accordance with these Terms and Conditions will be subject to activation fees and pro rata usage fees in the first month of subscription.

