

Cell C Home LTE Terms and Conditions

Last Update: May 2024

1. It is important that you understand and agree to these Terms and Conditions in order to consume Cell C Home LTE services (herein referred to as the “**Service**” or “**Services**”).
 2. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited (together, “**Cell C**”) apply, which Terms and Conditions can be found at: <https://www.cellc.co.za/cellc/static-content/PDF/Individual-Subscriber-Agreement-T&C-New.pdf>
 3. **IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS OFFER. YOUR CONTINUED PARTICIPATION IN THE OFFER WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**
 4. All prices and usage rates advertised are inclusive of VAT, unless otherwise stated.
 5. Standard RICA rules and processes apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.
 6. Cell C Home LTE is available on Postpaid and TopUp for new and existing customers.
 7. Customers signing up for Cell C Home LTE (new and existing) must meet the credit vetting rules as determined by Cell C.
 8. Cell C Home LTE is a fixed LTE residential broadband service and is intended only for use on the LTE/LTE-A network.
 9. It is very important that customers first confirm that they have sufficient LTE/LTE-A coverage before purchasing the Services. Cell C will not be liable to reimburse you for any purchases that are not supported by coverage in your area.
 10. For coverage information, customers can visit <https://www.cellc.co.za/cellc/coverage-map> or call the call centre on 084 135.
 11. A once-off SIM and Connection Fee of R199 will be charged for new activations.
 12. Home LTE plans will be available through all Cell C sales channels. Visit <https://www.cellc.co.za/cellc/store-locator> to locate your nearest Cell C store.
 13. The first month's inclusive benefits and monthly subscription fee will be pro-rated depending on the date of activation of the package; thereafter the inclusive benefits will be loaded monthly, in full on the 1st of every calendar month and the standard/full monthly subscription fee will be charged.
 14. The Price-plans comprise of Anytime Data.
 15. The inclusive Anytime data can be used for Internet access at anytime of the day.
 16. There is a 1-month carryover of any unused inclusive anytime data.
 17. In return for the provision of the Services, you agree to pay the subscription fee which is billed monthly in advance. The subscription fee that you pay at the end of a month is for the next months' service.
 18. Should you fail to pay the invoice, Cell C will suspend your Services until such time as payment is made. The maximum period allowed on the suspension of your Services is 3 months, after which the Services will be permanently deactivated and terminated.
-

19. Should the Services be terminated and at a future date you request for your Services to be reconnected, you will be liable for a re-connection fee.
20. Should your Services be suspended due to missed payment, and you then make payment at any time during that month, you understand that there may be a certain period of time before your payment reflects in Cell C's bank account and this may cause a delay in the re-activation of your Service.
21. Migrations from other existing Cell C mobile or broadband products to Home LTE is not possible. Similarly, SIM cards issued in support of the Service may not be migrated to any other Cell C mobile or broadband product.
22. Traditional mobile voice, SMS and USSD services are not supported for use with the Services.

The out-of-bundle data rate that is applicable on the Home LTE data plans is R0,25 cents. This charge will only be applicable if you have depleted your tariff data allocation; have no active data bundles; and have opted into out of bundle charges.

Package	Anytime Data	Price (incl. VAT)
Home LTE 20GB	20GB	R99
Home LTE 30GB	30GB	R149
Home LTE 60GB	60GB	R199
Home LTE 100GB	100GB	R249
Home LTE 200GB	200GB	R499
Home LTE 400GB	400GB	R699

23. Standard Cell C transfer and rollover terms and conditions are applicable for any bundle compatible with the Services,
 - a. Standard Cell C transfer terms and conditions can be found at https://www.cellc.co.za/cellc/static-content/PDF/Data_Transfer_Terms_and_conditions.pdf
 - b. Standard Cell C rollover terms and conditions can be found at https://www.cellc.co.za/cellc/static-content/PDF/Rollover_Terms_and_conditions.pdf
24. Notwithstanding clause 25 above, transfer will only be permitted to other users of the Service. For the avoidance of doubt, value may not be transferred to any user on any other tariff plan.
25. Any unused bundle value remaining when the bundle reaches the end of its advertised validity period will be forfeited.
26. International roaming shall not be permitted with the Service.
27. The billing increment will be:
 - a. 25KB for data usage.

Equipment

28. Cell C does not provide a free-to-use router with the Services but may make compatible routers available for purchase from time to time. It is your responsibility to ensure that you have one of the routers listed in the list of compatible routers hosted on Cell C's website at <https://www.cellc.co.za>
 29. Use of the Services with any router that does not exist in the list of compatible routers in terms of clause 31 above will result in suspension of the Services until such time that the SIM card is moved to an approved router and unsuspension is requested via the Cell C call centre at 084 135.
 30. Any equipment supplied to you by Cell C 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.
-

31. If the router that Cell C provided to you is faulty, you may return the Wi-Fi router to Cell C and we will comply with the applicable repairs, replacement and refunds policies, subject to the manufacturer specifications and requirements.
32. Should a returned router not be eligible for repair or replacement under the relevant repairs, replacement, and / or refunds policies, you may order a new router from Cell C in accordance with clause 32 herein, subject to stock availability.
33. The Service is only accessible through approved home routers and cannot therefore, be accessed through any other equipment i.e. mobile phones, and/or MiFi routers.

Change Of Physical Address

34. The Services 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 consent.
35. Should the Services be moved without Cell C's consent, the Services will automatically be suspended until such time that the Services are moved back to the consented physical address and unsuspension is requested via the Cell C call centre at 084 135, or consent is sought from and provided by Cell C for the movement of the Services.
36. Services may be moved a maximum of 2 (two) time in any 12 (twelve) month period Cell C would require 7 working days' notice to move the services.

Upgrades and Downgrades

37. You may request an upgrade or downgrade on your Service at any point in time, which upgrade or downgrade will be effected upon your next bill cycle.
 - a. Upward and downward migrations within Home LTE plans are allowed, subject to the following provisions:
 - a. The remaining device commitment fee will be carried over upon migration;
 - b. The monthly device fee portion of the total monthly subscription fee will be carried over to the new plan upon migration, and added to the applicable plan monthly subscription fee; and
 - c. Existing inclusive benefits on the old plan will be forfeited upon migration.

Warranty and Indemnity

38. You warrant that you have the necessary rights to make use of the Services and you indemnify Cell C against any liability, claim, damage and/or loss that a third party might have arising out of your use of the Services if you do not have the necessary rights.

Cancellation

39. Cancellation of your contract is subject to standard Cell C cancellation terms and conditions which can be found at <https://www.cellc.co.za/cellc/subscriber-agreement>, under individual or corporate subscriber terms and conditions. Cancellation fees and penalties will include all remaining device costs and any applicable cancellation fees. Visit the nearest Cell C store for more information on contract cancellation.

Use of your Personal Information and Direct Marketing

40. You warrant and guarantee that all personal information supplied by you to Cell C in the application for Cell C Home LTE is true and correct.
 41. By accepting these Terms and Conditions, 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).
-

42. For purposes of this, you confirm, agree, understand, acknowledge that by accepting these Terms and Conditions, –
 - a. 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**");
 - b. 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
 - c. 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 Home Connecta LTE/LTE-A.
43. In order to fulfil the obligations set out in these Terms and Conditions, Cell C will process your personal information. Such processing may include sharing personal information with:
 - a. the Group and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Home Connecta LTE/LTE-A, CPE and/or the Wi-Fi router to you;
 - b. 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 LTE/LTE-A) 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;
 - c. attorneys and/or debt collection agencies if you breach these Terms and Conditions.
44. As and when necessary, 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.
45. 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.
46. You are entitled to withdraw your consent for using your personal information under clauses 42 and 44 above on written notice or notice in any other recorded form to Cell C. In the event you decide to withdraw your consent the Group will not be able to use your information for the purposes listed under clauses 42 and 44 to the extent that you withdraw your consent from the date your withdrawal notice is received.

General

47. If a customer does not comply with these terms and conditions and/or the processes applicable, Cell C reserves the right to refuse the customer from taking up the Home LTE offer.
 48. Cell C reserves the right to suspend the Home LTE plans in its sole and absolute 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.
 49. Cell C has the right to withdraw or shorten the duration of Home LTE and / or any accompanying Bundle Promotion 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.
 50. Cell C may amend, modify or otherwise change these Terms and Conditions in its sole and absolute discretion, on notice to you, in accordance with clause 22.5.2 of the Individual Subscriber Agreement. You will not have a claim against Cell C in this event.
 51. Cell C may amend its pricing from time to time. Cell C must give at least one calendar months' notice of a price increase, which Cell C may effect once the notice period has lapsed. Should the customer object to the price increase, they may cancel the service in accordance with clause 38 above.
 52. Home LTE and any benefits can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product Terms and Conditions and Cell C shall have the right to immediately suspend the customer and all benefits.
-

53. Cell C reserves the right to suspend the Services if any illegal and/or abusive and/or fraudulent activity, including the sending of spam emails, is suspected and if the outcome of an investigation proves that such illegal and/or abusive and/or fraudulent activity did occur Cell C will be entitled to terminate the Services with immediate effect.
54. Home LTE and any benefits can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits.
55. **Cell C and any of its agents, directors, affiliates, members, or employees (each an “Indemnified Person”) shall not be responsible in any way for claims, loss, or damages (either direct, indirect, consequential, or otherwise), arising from customers’ use of the product. Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –**
- a. 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 product or your use of the product, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and**
 - b. 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 license 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.**
-