



C-CONNECT TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) and any updates hereto form the agreement between you and C-Connect for the supply and use of the Services.

Please read these Terms carefully as they will be binding on you and your personal representatives and assignees. **Please pay particular attention to clauses in bold which may limit your rights, make you liable, or require you to indemnify a third party or confirm facts.**

If You do not agree with any of these Terms you will not be able to use the Services.

If there is any provision in the Terms that You do not understand, please email info@c-connect.co.za or call our customer care centre to assist you. **If you elect not to do this, we will assume that you understand the provisions contained in these Terms.**

By using the Services, you agree to abide by these Terms. Offer and Product-specific terms may also apply.

We'll keep these Terms up to date on our Website at the bottom the page. If we make a change, we'll let you know either by updating the Website or getting in touch directly.

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1. DEFINITIONS & INTERPRETATION

1.1. In these Terms:

- 1.1.1. "**Account**" means the C-Connect account which records details of the amount of Airtime and/or Data balance you have, from time to time.
- 1.1.2. "**Activation / Activated**" means enabling a SIM Card to operate on the Network and access the Services.
- 1.1.3. "**Activation Date**" means the date of Activation of the Services.
- 1.1.4. "**Agreement**" means these Terms, as read together with the Website User Terms, our Privacy Policy and any provisions contained in the application process (regardless of interface through which it takes place) is agreement entered into between C-Connect and you for supply of the Services to you.
- 1.1.5. "**Airtime**" means credit that can be used to make calls, send SMSs, use data or other VAS, based on the Charges.
- 1.1.6. "**Auto Top up**" means a recurring payment method that enables you to automatically top up the credit on your Account by an amount that you have previously selected.
- 1.1.7. "**Bundle**" means a package which may include minutes, texts and data for use in conjunction with a SIM Card and Device as may change from time to time and as described on the Website.
- 1.1.8. "**C-Connect**" means **C-Connect (Pty) Ltd**, registration number 2022/544425/07, its holding company, and all their subsidiaries from time to time, located at 7 Saturn Crescent, Linbro Business Park.
- 1.1.9. "**C-Connect App**" means the application installed on your Device that you use to access and manage your Account.

- 1.1.10. **"C-Connect Portal"** means the C-Connect portal that is accessed by dialing the USSD short code *105#using your -C-Connect SIM Card to access certain support functions such as balance enquiries, data transfers, converting Airtime to Bundles, and more.
- 1.1.11. **"C-Connect Site/s"** means the C-Connect USSDN, the C-Connect App or the Website.
- 1.1.12. **"Cha Ching"** means the virtual mobile currency rewards unique to C-Connect which you will be able to redeem for particular Services as more fully explained in clause 12.
- 1.1.13. **"Charges"** means all the prices associated with the Service charged by C-Connect as described on the Website, such as cost per voice call, SMS send, or internet usage, as well as for Bundles and related Services such as a SIM swap & VAS.
- 1.1.14. **"Content"** means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by content providers from time to time.
- 1.1.15. **"Deactivate"** means the disabling of a SIM Card at our request or yours, so that it is permanently incapable of being used to access the Services.
- 1.1.16. **Device** means the Mobile telephone, computer, tablet or any other device in which your SIM Card is installed which is used by a Subscriber to communicate with a Network Operator.
- 1.1.17. **"Hard Block"** means when your SIM Card is locked for both incoming and outgoing calls.
- 1.1.18. **"ICASA"** means the Independent Communications Authority of South Africa. This is a public body that regulates the way that Network Operators carry out their business and the services they provide to you.

- 1.1.19. **"Intellectual Property Rights"** means: (i) any (and any rights subsisting in any) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights.
- 1.1.20. **"Mobile Number"** means the telephone number allocated to a C -Connect SIM Card or a telephone number transferred to us.
- 1.1.21. **"Network"** means the electronic communications network which allows you to use the Services. This network is owned and operated by a third party.
- 1.1.22. **"Network Operator"** means any person licensed to operate an electronic communications network using cellular technology, in South Africa.
- 1.1.23. **"Phone"** means a Device that is able to make and receive GSM voice and text calls.
- 1.1.24. **"Personal Information"** means personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA").
- 1.1.25. **"Pocket"** means the virtual C- Connect rewards wallet which Subscribers may register for to enable participation in the Rewards available to Subscribers.
- 1.1.26. **"Port"** or **"Porting"** means when we transfer your Mobile Number from another Network Operator to C-Connect or from C-Connect to another Network Operator, if you have a valid Agreement with us.
- 1.1.27. **"Prepaid Plan"** means the Services purchased by you that are credited to your Mobile Number, which allow you to use them until such Services are depleted.
- 1.1.28. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2000, as amended. This law requires service providers like C-Connect and the Network operator to check and keep information about their subscribers for law enforcement purposes.

- 1.1.29. "**Recurring Bundle**" means a Bundle that has been requested by a Subscriber to recur automatically each time the Subscriber's existing Bundle expires.
- 1.1.30. "**Rights**" means copyright, trademark and other relevant proprietary and Intellectual Property Rights relating to Content.
- 1.1.31. "**Service(s)**" means any or all of the following services: Airtime service enabling you to make or receive calls and to send and receive data by means of the Network, the ability to send and receive email via the Internet, the ability to access information from the Internet, VAS and any additional services we agree to provide to you as a mobile virtual network operator.
- 1.1.32. "**SIM Card**" means Subscriber Identity Module which is a card or other software provided to you by us and bearing a unique telephone number programmed to allow a Device to access the Services via the Network.
- 1.1.33. "**Soft Block**" means a soft lock of your SIM Card which results in the barring of outgoing calls but still allows incoming calls.
- 1.1.34. "**Subscriber**" means a user of the Service.
- 1.1.35. "**Top-Up Subscription**" means the plan which you select, and the pricing applicable thereto billed to your Account on a monthly recurring basis.
- 1.1.36. "**Top-Up Subscription Fee**" means all Charges billed monthly in advance by us to you as per your chosen Top-Up Subscription plan.
- 1.1.37. "**USSD**" means Unstructured Supplementary Service Data and is a set of codes through which your Phone communicates with our Network.
- 1.1.38. "**VAS**" and "**Value Added Services**" are the value-added services made available to Subscribers from time to time as listed on the Website or offered to you as a Subscriber from time to time.

- 1.1.39. **"We", "us", "C- Connect" and "our"** means C-Connect its affiliates, holding company and subsidiaries, or its successors-in-title.
- 1.1.40. **"Website"** means www.c-connect.co.za.
- 1.1.41. **"you"** and/or **"your"** means the person (including such person's personal representatives and assigns) who has purchased or is using the C- Connect SIM Card and/or to whom the Terms apply and it includes a person who we reasonably believe is acting with your authority.
- 1.2. The Website contains explanations, definitions, notes and conditions which form part of these Terms.
- 1.3. The Service and any offers, VAS, competitions, prize draws, promotions and/or trials made available by us from time to time may be subject to supplemental terms as advertised in our marketing literature and/or as set out on the Website. Please check the Website regularly as any such terms may be updated from time to time, and your participation in any such offer, VAS, promotion and/or trial will mean you have accepted such terms.
- 1.4. Any reference in the Terms to the singular includes the plural and vice versa. Any reference to natural persons includes juristic persons and vice versa.
- 1.5. Any requirement in the Terms that a notification or communication must be made or given in writing, shall be met in the case where any such notification or communication is made or given by us to you by means of data message, SMS, or email or by means of a voice call where the call originates from us and where such call is recorded by us. In all other instances, any written notice or communication shall be given in accordance with the provisions of clause 21.7.
- 1.6. The Terms shall be governed by, construed, and interpreted in accordance with the laws of South Africa.
- 1.7. No provision in these Terms shall be construed or interpreted to the disadvantage of any party by reason of such party having been deemed to have structured, drafted, requested or introduced such provision.

- 1.8. The head notes to the paragraphs to the Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate, however full effect shall be given to any provision conferring rights and obligations upon the parties contained in this section 1.

2. **REGISTRATION TO USE THE SERVICES**

- 2.1. You must register to open an Account and subscribe for the Services via one of the C-Connect Sites.
- 2.2. You will take delivery of your C-Connect SIM Card.
- 2.3. We need to register your SIM Card for RICA to allow you to activate your SIM Card and receive your C-Connect Mobile Number. To do this, you must show us your valid green SA ID book, Smart ID card or passport, and a utility bill, retail account or other similar document which is not more than 3 months old that shows your address as proof of where you live.
- 2.4. You must be over 18 or have the consent of your parent or guardian to receive the Services and by signing up you confirm that you are over 18 or have the consent of your parent or guardian.
- 2.5. Once the RICA process is complete you can activate the Services by inserting your SIM Card into your Device.
- 2.6. Your new C- Connect Mobile Number will be sent to you by SMS as soon as you're connected or you can choose to keep your current Mobile Number by Porting it to us.
- 2.7. Once you are registered with us and RICA is complete you must use the Services within a period of 90 days to avoid C- Connect having to deactivate your SIM Card to comply with legal requirements.
- 2.8. You can buy and register a maximum of 10 SIM Cards in your name. You cannot resell SIM Cards, but you can give SIM Cards registered in your name to your family (if you are their parent or guardian) or to people that work for you. If you give a SIM Card to anyone else, you and they must provide us with their information to comply with RICA.

- 2.9. It is your responsibility to make sure that your Device is compatible with using the Services purchased by you. You can use the C-Connect Portal or call the Customer Care Centre to assist you. **We will not be responsible, and you will not have any claim against us if you do not check or ask us to check whether your Device can use the Services.**
- 2.10. If you sign up for the Service and buy a SIM Card, you will get a SIM Card only. You will not get a Device.
- 2.11. You must have your own Device to use the Services.

3. **DURATION**

The Services will commence on the Activation Date and it will continue until terminated by either you or us.

4. **THE SERVICES**

- 4.1. In return for your payment of the Charges we will provide you with the applicable Service.
- 4.2. You can purchase access to the Service in various ways, including via:
- 4.2.1. Purchase of Prepaid Plan as a one-off Airtime or Bundle credit;
 - 4.2.2. Setting your Account to Top-Up Subscription [Auto Top Up];and/ or
 - 4.2.3. Setting your Account to apply Recurring Bundles.
- 4.3. Notwithstanding the provisions of clause 4,additional terms and conditions may apply for Services offered from time to time, these will be made available on our Sites or when you purchase the Service concerned and will prevail to the extent of any conflict with these Terms.

4.4. **Prepaid Plans**

- 4.4.1. For prepaid Services you will need to buy Airtime or Bundles to use the Services.
- 4.4.2. You won't be able to use the Services to make calls, send SMSs or use data if you don't have sufficient Airtime or enough units left in a Bundle. If you've used up your Airtime or Bundle, you will need to buy and load more Airtime or a new Bundle.
- 4.4.3. We will charge you for telephone calls you make, SMS's you send, data you access and Content you download at the rates which are set out on the Website.
- 4.4.4. Where you are using Airtime credit, each time you use the Service, your Airtime credit will be reduced according to the duration and type of call/message or the amount of data used by reference to the Charges.
- 4.4.5. Once credit is applied to your Account, we have no obligation to refund it to you.

4.5. **Top-Up Subscription**

- 4.5.1. If you select a Subscription Top-up option (and you are eligible for that option), payment for the pre-selected top-up Subscription fee will payable into your Account, monthly, in advance for the duration of the Services and we will then notify you the top-up Subscription fee has been applied by text and email.
- 4.5.2. If your SIM card is being delivered by C-Connect, your SIM will be Activated on the date of delivery, and the first Airtime allocation in terms of your Top-Up Subscription will occur on the first day following successful billing of the Top-Up Subscription Fee to your Account.
- 4.5.3. Subsequent Airtime allocations will take place monthly on the same date as the Activation date, however, in the event that the Activation Date is on the 31st of a month and the month of billing has fewer than 31 days, then Airtime allocation will take place on the prior calendar day, i.e., the 30th of that month. Airtime allocation is subject to successful billing of the Top-Up Subscription Fee to your Account.

- 4.5.4. Should a billing be unsuccessful for any reason (including, but not limited to your account being in an overlimit status, account in arrears or no credit available), we will make three subsequent attempts, with each attempt being three days apart. Should all attempts fail, you will not receive your Airtime and we will attempt again the following month.
 - 4.5.5. If you have not paid the Subscription Fee on your Account your Top-Up Subscription will be cancelled, and your Mobile Number will be migrated to a Prepaid Plan.
 - 4.5.6. If you migrate from a Prepaid Plan to a Top-Up Subscription, the first Airtime allocation in relation to your Top-Up Subscription will occur on the first day following successful billing of the Top-Up Subscription Fee to your Account.
 - 4.5.7. The prevailing carry over rules for unused airtime and/or data can be viewed on the Website.
 - 4.5.8. Mobile Number swaps are not possible.
 - 4.5.9. You may at any time, except for the last working day before your Activation Date, migrate your existing Top-Up Subscription to another one, subject to qualification rules.
- 4.6. **Topping up (recharges)**
- 4.6.1. You will be allowed to recharge/top-up:
 - 4.6.1.1. using any of the C-Connect Sites by paying into your Account. Your Account will be debited with the recharge value and the recharge will be loaded to your SIM Card; or
 - 4.6.1.2. purchasing recharge vouchers at authorised C-Connect merchants.
 - 4.6.2. Only C-Connect recharge vouchers will work for the Services.

- 4.6.3. See the Website for more information on where you can purchase recharge vouchers.

4.7. **Bundles**

- 4.7.1. Bundle allowance details and associated terms can be found on the Website at www.c-connect.co.za
- 4.7.2. We recommend that you activate all of the Bundles which you purchase without delay in order to minimise the likelihood of their terms changing between purchase and activation.
- 4.7.3. Where you have an active Bundle on your Account, each time you use the Service, your Bundle allowance will be reduced according to the duration and type of call/message or the amount of data used.
- 4.7.4. We reserve the right to remove or vary the terms and/or allowance of any Bundle (activated or not) from time to time where reasonably necessary (e.g., to improve the service you receive or to manage our costs). Where we vary the terms and/or allowance of a Bundle you are using to your material disadvantage, we will notify you of this by text message and/or email 30 days prior to the change. For queries/complaints go to C-Connect Customer Care.
- 4.7.5. Please note that you will be unable to cancel or claim any refund in respect of a Bundle once it has been activated on your Account.

4.8. **Additional terms in respect of Recurring Bundles**

- 4.8.1. Payment for each Recurring Bundle will be taken each time a new Bundle is activated on your Account, at which point we will notify you such payment has been taken by text and email.
- 4.8.2. We shall be entitled to suspend, terminate or change your Recurring Bundle selection at any time, for any reason, and will give you reasonable notice of this

where possible. Where we are changing your Recurring Bundle selection to your material disadvantage, we will notify you of this by text and/or email.

- 4.8.3. You can cancel Recurring Bundles at any time and you will still have the extra data until your Recurring Bundle expires.

4.9. **Conversion of Airtime to Bundles**

- 4.9.1. You can convert Airtime to Bundles if you want to. You can do this by dialling the C-Connect Portal on USSD*105# using your SIM Card and following the prompts.

4.10. **Value Added Service**

- 4.10.1. We may offer a number of VAS to you as a Subscriber. Details of VAS will be available on the Website and subject to their own terms and conditions which will apply if you purchase them.
- 4.10.2. All VAS are provided at our discretion and we may withdraw them at any time on notice to you if required to do so by the Network. If we are obliged to withdraw any VAS that incurs a fee, then no fees for such VAS will be charged to you after the withdrawal thereof. If the Services include any free VAS, we will be allowed, on notice to you, to change, withdraw or substitute any free VAS, without reducing any of the fees or refunding you.

5. **CHARGES & PURCHASE OF SERVICES**

- 5.1. The Charges are available on the Website.
- 5.2. We will charge you for the Services, including, telephone calls you make, SMS's you send, data you access and Content you download at the rates which will be available to you.
- 5.3. The Charges include VAT (value-added tax).
- 5.4. You can pay the Charges using a C-Connect -approved top-up voucher, Cha-Ching, approved payment gateway or debit or credit card that we accept. By using a debit or credit

card you confirm it is yours or you have permission from the account holder or cardholder to use it.

- 5.5. We may increase or decrease the Charges at any time (including the introduction of prices for aspects of the Service previously provided at no extra cost). Where we increase the Charges significantly for the elements of the Service you are using, we will notify you before the changes become effective by email and/or SMS. Changes to charges will be updated on the Website. Please check the Website from time to time to see the latest Charges.
- 5.6. If you pay for a Service by way of Top Up Subscription or Recurring Bundle you must ensure your debit or credit card details on your Account are kept up to date at least 24 hours in advance of application of any attempted top-up or new Bundle. You can cancel any of these options by requesting cancellation at least 24 hours prior to its application, on your Account. Or calling the Customer Care Centre.
- 5.7. It is your responsibility to ensure your debit or credit card account has sufficient funds to pay for the Charges. We shall not be responsible for any additional charges which may be imposed on you by your bank or card issuer.
- 5.8. We reserve the right impose a Soft Block or a Hard Block if we have reasonable cause to suspect fraudulent use of a credit or debit card.
- 5.9. We shall have no liability to you in respect of any loss incurred as a result of delayed or incorrect airtime credit top-up, Subscription Top-up or Bundle payment.
- 5.10. If you purchase a Bundle while actively using your airtime credit top-up for Services, please restart your device to ensure your Bundle is used to provide Services to you instead of your Airtime credit top-up.
- 5.11. Refunds can only be processed to a saved, valid debit or credit card.
- 5.12. If your SIM Card is lost or stolen:
- 5.13. It shall be your responsibility to contact us as soon as possible, and to cancel any Subscription Top-up or Recurring Bundle associated with your Account; and

- 5.14. We shall have no obligation to refund you in respect of any airtime credit or active Bundle on your Account.
- 5.15. You may be charged to receive certain premium rate text messaging services and multimedia messaging services. We will not notify you of charges for premium rate services operated by third parties.
- 5.16. Unless otherwise stated, voice calls to any network at any time will be offered per minute and will be billed per second.

6. USING THE SERVICES

- 6.1. You will not use or permit anyone else to use your SIM Card or the Services:
 - 6.1.1. For any form of automated usage of mobile services;
 - 6.1.2. In such a way that adversely impacts the Services to other C-Connect Subscribers;
 - 6.1.3. Fraudulently, illegally or in support of any illegal activity;
 - 6.1.4. To make a call or send a message, to take a picture or video or send, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax, in breach of any Rights or privacy or otherwise unlawful;
 - 6.1.5. via a GSM Gateway so that the Service is provided via the GSM Gateway to third parties; or
 - 6.1.6. to persistently send unsolicited communications.
- 6.2. You agree that

- 6.2.1. You have no ownership in the software or the Mobile Number contained in each SIM Card issued to you, other than your right to retain the use of your Mobile Number if you decide to Port;
 - 6.2.2. You will not, and will not allow any other person to reverse engineer, decompile, modify or tamper with the software contained in, or relating to, any SIM Card.
 - 6.2.3. You will be liable to pay us the amount of any damages that we may reasonably determine ourselves to have suffered as a result of any breach by you of any of the warranties or undertakings given by you in terms of this Agreement and we may charge and debit you accordingly.
 - 6.2.4. You shall, at all times:
 - 6.2.5. Ensure the information you have provided to us is accurate and up-to-date; and
 - 6.2.6. Comply with these Terms, our Website User Terms, Privacy Policy, and any other supplemental terms and conditions which may be set out in marketing material or on the Website from time to time;
 - 6.2.7. Not do anything or permit anyone else to do anything which we think adversely impacts the Service to other Subscribers or may adversely affect the Network; and
 - 6.2.8. Not be abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our employees, agents or property.
- 6.3. If we reasonably suspect you are not acting in accordance with the provisions of this clause, we reserve the right to impose standard Charges and/or Network protection controls (which may reduce your speed of transmission); remove a Bundle and/or Rewards from your Account or block access to the Internet at any time; prevent you from purchasing further Bundles; remove any free minutes allocated to you; stop your entitlement to Rewards; and/or bar or suspend your SIM Card from the Service.
- 6.4. You may only use Content in a way that does not infringe the Rights of others and you must comply with all other instructions issued by us regarding use of Content. You shall not store,

modify, transmit, distribute, broadcast, or publish any part of Content other than in compliance with such instruction. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of Content for your personal use only.

- 6.5. You must tell us immediately by emailing service@c-connect.co.za or info@service@c-connect.co.za if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 6.6. You are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. We will not be a party to or in any way responsible for any transaction concerning third party goods and services, except in the case of negligence on our part.
- 6.7. You must provide us with your current email address and you must maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your email mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

7. **FAIR USE POLICY**

- 7.1. We may put a Fair Use Policy in place in an effort to ensure that all subscribers have a good user experience.
- 7.2. This means that if you use the Services excessively and beyond what would usually be expected, your use of the Services may be limited or restricted entirely.
- 7.3. Where applicable, the Fair Use Policy is available on the Website.

8. **PROVISION OF THE SERVICES**

- 8.1. We will take all reasonable steps within our control to make the Services available to you in terms of this Agreement on a consistent and continuous basis. However, the Service is not

fault free and we cannot guarantee or be liable to you if it is impaired by conditions or circumstances beyond our control, including but not limited to, the weather, local physical obstructions, other causes of radio interference, weak signal, features and functionality of your Device, damaged Device or SIM Card, Network faults, faults in other electronic communications networks that are connected to the Network, theft of Network equipment, electricity outages or load-shedding and extraordinary use of the Services by other subscribers.

- 8.2. The Services are only available within the range of the base stations that make up the Network and the signal may vary depending on your geographic location.
- 8.3. The Network may from time to time require upgrading, modification, maintenance, upgrading or other work which may result in partial or complete non-availability of the Service. Where possible, we will advise you of this in advance.
- 8.4. The Services do not include:
 - 8.4.1. International voice calls, international SMS's and international roaming so your SIM Card will not work outside of South Africa. You can make international calls or send international SMSs from within South Africa.
 - 8.4.2. MMS communications.
- 8.5. We may exercise our discretion, using reasonable skill and care, to refuse to provide any part of the Service to you. This may involve barring certain numbers from the Service on a temporary or permanent basis, in circumstances where it is necessary for us to do so.
- 8.6. We will use reasonable endeavours to maintain Content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. You accept that we will not be liable for any action you take in reliance on Content as a condition of us allowing you access to such Content.
- 8.7. C-Connect (or our agents where relevant) reserve the right to:
 - 8.7.1. Restrict access to certain elements of the Service due to age restrictions; and

8.7.2. Vary Content and/or the technical specification of Service from time to time.

8.8. Occasionally we may need to:

8.8.1. Alter the number of your mobile phone, or any other name, code or number associated with the Service for reasons beyond our control such as we are requested to do so by a governmental authority or regulatory body or where we reasonably believe that the alteration will enhance your use of the Service. If this is the case, we will give you reasonable notice; and/or

8.8.2. Temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for your security.

8.9. Some elements of the Service may require activation following purchase, which may not be immediate.

9. **SUSPENSION OF SERVICES**

9.1. We may suspend/ terminate Services by deactivating your SIM Card if:

9.1.1. the Service has not been used for a period of more than 120 days (four months) in which case it will be deemed to be “inactive”;

9.1.2. the Network fails or becomes temporarily unavailable due to any modification(s) and/or upgrade(s) and/or maintenance and/or circumstance(s) beyond our control;

9.1.3. You, or anyone else who uses your SIM Card, fail to comply with any of these Terms;

9.1.4. You, or anyone else using your SIM Card, unlawfully uses our Services, or uses the Services for unlawful purposes, or if you unlawfully tamper with or modify your SIM Card;

9.1.5. You use your SIM Card in a Device that's used for machine-to-machine communication;

- 9.1.6. You provide us with information that is misleading or false;
- 9.1.7. You're suspected of any fraudulent activity using the Services; or
- 9.1.8. As required by law, or we are directed to do so by any lawful authority.

9.2. **You will not have any claim against us for any reason if we suspend the Services or deactivate your Sim Card for any of the above reasons.**

9.3. **If we deactivate your Sim Card, you will lose all Rewards in your Pocket and you will forfeit any associated Airtime, Data and VAS.**

9.4. Any decision to deactivate your SIM Card will be taken reasonably and with due regard to industry norms and standards.

9.5. If your SIM Card is disconnected, you won't be able to receive the Service, your Rewards or use your SIM Card anymore.

10. **SIM CARDS**

10.1. **Risk in and to the SIM Card will pass to you once you have accepted receipt of the SIM Card or started using our Services. This means that once the SIM Card is handed to you, you must bear the loss if anything happens to the SIM Card.**

10.2. **You are responsible for all activity on your SIM Card as long as you are the RICA-registered owner, irrespective of who uses your SIM Card or in which device the SIM Card is used.**

10.3. You are responsible for the safekeeping of your SIM Card. You should notify our Customer Care Centre immediately if you realise your SIM Card has been lost or stolen.

10.4. You must also, within 24 hours of realising that your SIM Card has been lost or stolen, report this to the police.

- 10.5. A lost or stolen SIM Card can be replaced by doing a SIM Swap at an authorised c- Connect service centre. A Charge will be payable for a SIM Swap.
- 10.6. You can only perform a SIM Swap on a SIM Card that is registered to you and subject to RICA process so you will need to provide us with your valid green SA ID book, Smart ID card or passport, and show us your proof of residence again.
- 10.7. You can return a SIM Card to us if it is defective, and it will be replaced free of charge.
- 10.8. We are not responsible for any SIM Card that is lost, stolen or damaged by you or a third party after you have inspected and accepted the SIM Card or started using our Services.
- 10.9. If you give your SIM Card to anyone else, other than a family member or someone that works for you, that person must immediately provide us with their valid green SA ID book, Smart ID card or passport, and proof of residence by way of utility bill, bank statement, etc. at a C-Connect merchant in terms of RICA. You will need to accompany the person to the C-Connect Merchant. If you do not comply with this requirement, you and the person who receives your SIM Card may be guilty of a crime under RICA. If you do not comply with the RICA requirements, the person that receives your SIM Card will also not be able to access all the support functions that are available to Subscribers from us as the SIM Card will still be registered in your name.
- 10.10. The SIM Card and the Mobile Number allocated to you may (if it becomes necessary) be changed by us.

11. **PORTING**

- 11.1. You can Port your Mobile Number to C-Connect from another Network. Full details on the process can be found on our Website. Alternatively, you can call our Customer Care Centre on 135 or 021 021 4932701, and we provide you with the necessary information. You will need to obtain and RICA a C-Connect SIM card before Porting can be completed.
- 11.2. Porting between Networks is subject to the prevailing rules in operation by the Network Operators, which may change from time to time.

- 11.3. Please contact us for full details on what is required to port your Mobile Number from C-Connect to another Network.

12. REWARDS

- 12.1. Subscribers may be eligible to participate in our “Cha-Ching” rewards (“Rewards”) when purchasing and/ or using Service. You have to have activated and be using the Service to receive Rewards.
- 12.2. Restrictions and further terms and conditions may apply to particular Rewards. These will be made available on the Website from time to time.
- 12.3. Each Subscriber will be allocated a unique Pocket in which the Rewards will be held. The Pocket is a virtual reward wallet unique to the C-Connect brand to which your Rewards will be allocated and in which they will be held. Ownership in and to the value in your Pocket does not accrue or transfer to you unless and until redeemed in accordance with these Terms.
- 12.4. You have to register on one of our Sites to access your Pocket. You will only be able to register once you have been allocated a C-Connect Mobile Number.
- 12.5. You use your C-Connect Mobile Number to apply for registration and we will validate the information with the Network and send an OTP to the C-Connect Mobile Number which give both C-Connect and you a reference and security.
- 12.6. Once you have registered you will only be able to see your individual Pocket details on our Sites by logging in. Each time you log into your Pocket you will need your C- Connect Number and receive an OTP for security purposes.
- 12.7. Upon successful registration you will be rewarded with designated bonus Rewards into your Pocket, which can be used to purchase specific Services.
- 12.8. Your ability to participate in and the rate at which you can earn Rewards will be dependent on a number of qualifying factors. Once the qualifying criteria have been met, you will be eligible to earn Rewards.

- 12.9. We may offer you multiple Pockets and, from time-to-time special Pockets which have different qualifying criteria, earn rates and expiry. The terms of special Pockets will be communicated to you when they are offered and will be available on the Website.
- 12.10. For our rate card and full details on qualifying criteria, earn rates and expiry, see **Reward Terms**, or visit our Website.
- 12.11. Multiple SIM Cards can be activated for Rewards.
- 12.12. The Pocket is linked to the C-Connect Mobile Number is owned by C-Connect.
- 12.13. If your C-Connect MSISDN is deactivated for any reason whatsoever then you will lose any value in the Pocket at the date of deactivation and will have no claim against us for such value.
- 12.14. Redemption of both normal and/or bonus Rewards do not earn you additional Cha Ching's.
- 12.15. Rewards and promotional Airtime or Bundles may be restricted when compared to regular Airtime or Bundles and such restrictions are set out and can be viewed at **Promotional Airtime or Bundles** or on our Website.
- 12.16. If you have more than one C-Connect Mobile Number that you have RICA'd and is currently active, you may transfer Rewards between these numbers. Rewards data may not be transferred to another Subscriber.
13. **PROMOTIONS, SPECIAL OFFERS AND VAS**
- 13.1. From time to time, we may invite Subscribers to take up special offers, additional services, VAS or promotions. Those offers, VAS, additional services, or promotions may be supplied by third party suppliers and have additional terms and conditions. See **promotional terms** or visit our **Website**.
- 13.2. Where the supplier is a third party and you choose to take up the up special offers, additional services, VAS or promotions then the terms and conditions of the third party supplier will also

apply, and you must ensure you read and understand them. **We will not be responsible to you for any loss or liability arising from your decision to enter into a contract for products and services supplied by a third party, notwithstanding that the offer therefore was made to you as a Subscriber.**

14. **INTERNET ACCESS**

- 14.1. If you use your SIM Card in a Device which enables access to the Internet (“Mobile Internet Device”) the following terms and conditions also apply to you.
- 14.2. We or our contractual partners may provide links to web sites or resources. We neither accept responsibility for third party web sites or resources nor endorse their content.
- 14.3. You understand that you, and not us, are entirely responsible for all the visual, textual or other information that you upload, email or otherwise transmit via Internet access, whether publicly posted or privately transmitted.
- 14.4. Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Internet Device on or via the Internet are solely between you and the person with whom you are dealing, unless explicitly stated by us. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.

15. **LIMITATION OF LIABILITY**

- 15.1. Our liability shall not be limited to you in respect of death or personal injury to any person resulting from our own negligence and any other type of liability which we cannot exclude or limit under the law.
- 15.2. **The following clauses contain assumptions of risk and / or liability by you and limit and exclude liabilities, obligations, and legal responsibilities which we may have to you and other persons. These clauses also limit and exclude your rights and remedies against the Network and place various risks, liabilities, obligations and legal responsibilities on you. These clauses may result in you being responsible for paying increases or additional costs and amounts and we may also have claims and other rights against you.**

- 15.3. Other than our obligation to exercise the reasonable care and skill of a competent mobile telecommunications provider or retailer, we, **our third service party providers including the Network Operator, and/ or any of their employees have no liability to you for any, loss(es) and/or damage(s) and/or cost(s) or expense(s) whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit(s) and/or loss of anticipated savings:**
- 15.4. **C-Connect, its affiliated companies, will (to the extent permitted by law) not be responsible to you for any liability, loss(es) and/or damage(s) and/or cost(s) or expense(s) whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit(s) and/or loss of anticipated savings suffered by you due to:**
- 15.4.1. **an interruption, suspension, termination or temporary unavailability of the Network, or any of our Services, or any unavoidable delay in the performance of our Services;**
 - 15.4.2. **suspension of provision of the Services to you after you have specifically requested us to do so;**
 - 15.4.3. **if we cannot provide the Service to you because of something beyond our reasonable control;**
 - 15.4.4. **Any change to your Mobile Number if we are obliged to make a change in terms of law, or if you or your authorised representative requests us to change your Mobile Number;**
 - 15.4.5. **The Porting of your C- Connect Mobile Number to another service provider if you ask us to port your number, or as a result of any delays implementing a request to Port.**
- 15.5. **While we will use our best reasonable endeavours in the provision of the Services we give no guarantees, promises, warranties or conditions, whether expressed using words or implied or suggested, or about the Services.**

- 15.6. **We do not promise that the Services we provide will be useful for any particular purpose or reason even where you tell us what you want to use the Services for and we won't be responsible for any failures by the Network or anything done by the Network, their employees or contractors.**
- 15.7. **You acknowledge and understand that your ability to use a Mobile Device or a SIM Card for making telephone calls, browsing the internet or receiving messages depends on your Mobile Device and SIM card being in good working order, as well as the Networks that you use. If you use your Mobile Device or SIM Card to connect to the internet, you might become exposed to computer viruses and other risks, including attempts to hack into your information, listen to your calls, intercept your messages, or obtain your passwords and your identity details in order to commit theft or fraud. You agree that we will not be responsible or liable or have to pay you any compensation should any of these things happen and it is your own responsibility to take the necessary steps to protect yourself against all of these sorts of risks. We cannot, and do not, guarantee that other people or websites will not be able to determine your personal details or your internet protocol address (the address given to your internet device when you connect to the internet).**
- 15.8. **You will have no claim against us if we terminate this agreement because:**
- 15.8.1. **our Network Operator partner no longer makes the Network available to us; and/or**
- 15.8.2. **we are ordered by ICASA to do so.**
- 15.9. **You will be responsible for any losses suffered by us:**
- 15.9.1. **for any fines or other amounts that we are ordered to pay by a court or any other authority, or that our third party providers are ordered to pay and for which we are responsible, because of the way you have used the Services.**
- 15.9.2. **which any person (including ourselves) may suffer arising directly or indirectly from you breaching your obligations under this Agreement.**

15.10. **Except for where we act in a grossly negligent manner, you agree that the most compensation you can ever receive from us for any reason whatsoever is a refund of all money paid by you to us in terms of the Agreement and that you will have no right to any further compensation under any circumstances.**

16. **MOBILE DEVICE LOCKING**

Your Device may be locked to another Network. If this is the case, be aware that unlocking your Device may invalidate your Device's warranty and/or permanently damage the Device or the data stored on it, and does not excuse you from any contractual obligations you may have with the original Network owner. Failure to enter the correct unlocking code may result in your Device becoming permanently blocked. **We are not responsible for Devices blocked in this way and you will have no claim against us.**

17. **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right to change our Terms from time to time. We will notify you of any changes to these terms by posting them on our Website. We may also notify you by voicemail, text or media message, by means of national advertising campaigns or by email. Your use of the Service following notification of changes to these Terms means that you accept such changes.

18. **CESSION AND ASSIGNMENT**

We may elect to cede, assign, transfer, delegate and make over any or all of our rights of and obligations in terms of this Agreement (including by way of splitting of claims) to any of our affiliate companies or to any other person. You may not cede, assign, transfer, delegate or make over any of your rights and obligations to any other person.

19. **USE AND DISCLOSURE OF PERSONAL INFORMATION**

19.1. Your information is treated in accordance with our **Privacy Policy**.

19.2. You authorise us to use and disclose to our associated companies or agents, any telecommunications company, debt collection agency or credit reference agency, information

about (i) you, your use of the Service (including, but not limited to, phone numbers and email addresses of calls, texts and other communications made and received by you and the date, duration, time and cost of such communications), (ii) how you conduct your account and (iii) the location of your mobile phone, for the purposes of operating your account and providing you with the Service, protecting our interests, or to enable the Network to provide emergency Services to you, or directory or repair services and information to Network users generally, or when that information has been requested by any official regulatory or legislative body or is required in terms of any law or court proceedings.

- 19.3. You agree that the information may be used by other parties in assessing applications for credit from you and Subscribers of your household and for debt tracing, credit management and may be used by us or other parties for crime and fraud detection and prevention.
- 19.4. For as long as you use the Services, you expressly agree that we may collect and retain your Personal Information for the purposes of administering the Services.
- 19.5. We may monitor and record all phone calls and other interactions with you.
- 19.6. Subject to the provisions of RICA, you agree to our and the Network's right to log, record, intercept, block, filter read, delete, disclose and use all communications (including all "data messages" as defined in the Electronic Communications and Transactions Act 25 of 2002) sent using the Network or the Services.
- 19.7. When you purchase a C-Connect SIM card, you are required to complete the RICA process which necessitates the collection of proof of identification and residence. This information will not be used for any other purposes than to comply with the regulatory obligations and is managed by a third-party provider. We will use your ID number from the RICA process to link your Pocket and Rewards to your SIM Card when you register for the Rewards program.
- 19.8. When you first set up your mobile device, we need to activate your SIM Card, which will involve us processing your SIM card number (ICCID) and your phone number in order to know which features you have paid for and set up. We also need to process our MSISDN number to facilitate the earning of Rewards and top ups.

- 19.9. When you use the Service or you have opted into to link your SIM Card to the Rewards program, you are agreeing to the relevant applicable Website User Terms as referenced on our website.

20. **MARKETING**

- 20.1. As a Subscriber and our customer, we are lawfully entitled to market to you and will send you communications through the Sites and by email and SMS relating to our Services and Reward offers and related products and services. We will always give you the option to opt-out of this communication when we communicate to you.
- 20.2. You will also be given the opportunity to opt-in to third party direct marketing for products and services from which you may benefit. If you opt in then you may receive such third party marketing.
- 20.3. You can change your marketing contact preferences at any time through the contact preferences section of your Account.
- 20.4. As our existing customer, we may directly market to all active C- Connect Mobile Numbers regardless of who is actually using the SIM card.
- 20.5. If you are not a registered Subscriber yet, and you wish to opt-out of communications from us, send an email to service@c-connect.co.za / info@service@c-connect.co.za.
- 20.6. We will not send marketing information to Subscribers who opted out of receiving it.

21. **GENERAL**

- 21.1. Each sub-clause in these Terms operates separately. If any part is found by a court to be unreasonable or inapplicable the other parts will continue to apply.
- 21.2. We may change the terms applicable to the Services as a result of changes in taxes, laws, regulations, terms of the license issued to the Network or us, terms of any contract between the Network and any other telecommunications service provider, or in any similar circumstances.

- 21.3. We may amend or replace these Terms at any time, and you will be bound by any changes made, and in such an event, a new agreement will not automatically come into being between us.
- 21.4. This Agreement is the whole agreement between you and us in relation to its subject matter. No other representations, warranties, promises or statements have been made by us or any dealer or so-called agent/s of us other than those expressly set out in this Agreement.
- 21.5. This Agreement supersedes and replaces any other agreement, whether written or verbal, between you and us, with regard to the Services.
- 21.6. No leniency or extension of time that we may show to you from time to time, will in any way prejudice us or prevent us from exercising any of our rights or be regarded as a waiver of any of our rights.
- 21.7. You choose the fixed address set out in your application and /or your chosen email address as the address at which you will accept notices or court documents (your "Notice Address") relating to this Agreement. We choose the address set forth in clause 1.1.8 as our Notice Address. You or we may give any notice to each other by hand or by email during normal business hours of C-Connect, at the receiving person's Notice Address. Unless proved otherwise, an email will be presumed to have been received 24 (twenty-four) hours after the time of sending. A hand delivered notice will be presumed to have been received at the time of delivery.
- 21.8. You may not give any written notice to us by SMS, but we may give you written notice by SMS.
- 21.9. Notwithstanding anything to the contrary contained in this Agreement, any notice given by us to you that is actually received by you shall be adequate notice to you unless otherwise required by any provision of this Agreement.

22. HOW TO CONTACT US

- 22.1. If you need support or help with the Services, you can reach our Client Care Centre by dialing 135 from your C- Connect Mobile Number or 021 021 4932701 if calling from a different service provider. Alternatively, you can visit the Website and click on 'Contact Us'.
- 22.2. For a balance enquiry to find out how much Airtime, Minutes, Data or SMSs you've used, or if you want to transfer data to another C- Connect subscriber, dial *105# for the C- Connect Self-Service Portal and follow the prompts or visit your Account on any of our Sites.
- 22.3. Information about the Services, Charges, available Bundles and any specific Terms and Conditions that apply to the Services are available on the Website.

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