



WEBSITE AND APP TERMS OF USE

1. INTRODUCTION

- 1.1. This website, www.c-connect.co.za ("Website") and the C-Connect mobile application ("App") [together, the "Sites"], are owned and operated by C-Connect (Pty) Ltd, Registration No 2022/544425/07 (C-Connect, us, we, our), a private company registered in the Republic of South Africa, its nominee and successors in title.
- 1.2. C-Connect offers various services ("Services") as a mobile virtual network operator in South Africa on or through the Sites or any part thereof, or through any other electronic means.
- 1.3. C-Connect provides information, text, graphics, data, documents, intellectual property, material, products (including software) contained in, accessed through, appearing on, uploaded to, downloaded or obtained from the Sites ("Content").
- 1.4. **Consumer Protection Act (CPA): Please read these User Terms carefully. Certain terms (indicated in bold) limit our liability or risk or place liability or create risk on you, require you to indemnify us or are an acknowledgement by you. Nothing contained in these User Terms is designed or intended to remove away or diminish your rights in terms of the CPA.**
- 1.5. **If you have any queries, please contact us at Call Centre 135 or 021 021 4932701 or email, service@c-connect.co.za/info@service@c-connect.co.za.**

2. BINDING AGREEMENT

- 2.1. These User Terms govern and are valid, binding, and enforceable against any person who enters, visits, accesses and/or uses the Sites and/ or uses the Services through a Site ("User"/"you"/ "your").
- 2.2. The Sites and Services to the extent that they are offered through the Sites may be referred to herein together as the "Online Services".

- 2.3. When you enter, visit, access and/or use the Sites and/ or use the Services through a Site you are agreeing to comply with and be legally bound by these User Terms and you provide your express consent for your personal information to be dealt with on the terms of our [Privacy Policy](#), even if these User Terms are wholly or partly in the form of a data message.
- 2.4. You agree specifically that:
 - 2.4.1. the User Terms will be treated as if they were concluded at C-Connect's physical address detailed below on the date on which you first accessed the Online Services;
 - 2.4.2. an electronic signature is not required by you or C-Connect for purposes of agreeing to these User Terms. You agree that by visiting, accessing and/or using the Online Services this will be sufficient evidence of your agreement to these User Terms.
- 2.5. If you do not agree to be bound by these User Terms, you must leave the Site as further use will automatically bind you to these User Terms.
- 2.6. These User Terms apply when you visit a Site for the first time and throughout your use of the Sites and Online Services.
- 2.7. The latest version of these User Terms applies each time you visit the Sites.
- 2.8. We may amend these User Terms at any time. The version applicable to your contract is the version which is posted on the Website at the time you access, browse, view or use the Sites. Each time you use the Sites you should check the User Terms to ensure that you agree to them in their current form. Your continued access to or use of the Sites and the Online Services after amendments are made to the User Terms will be deemed to be your consent to be bound by the User Terms, as amended. If You do not agree to the amended or updated User Terms, you must stop using the Sites.
- 2.9. We may immediately terminate these User Terms or any Online Services with respect to you, or generally cease offering or deny access to the Online Services or any part thereof, at any time for any reason.
- 2.10. The Online Services have not been compiled to meet your individual requirements and it is your responsibility to satisfy yourself that the Content available from and through the Online Services meets your requirements and is compatible with your device, computer hardware and/or software.
- 2.11. Information, ideas and opinions expressed on the Sites should not be regarded as professional advice or the official opinion of C-Connect. You should obtain professional advice, where applicable, before acting on the information, ideas or opinions expressed on the Sites or using the Services.

2.12. Please note that the User Terms stated in this document refer to the use by you of the Sites and are separate from and in addition to any commercial agreement concluded between you and C-Connect or any other third party pursuant to the use of the Sites.

3. **ONLINE SERVICES**

3.1. Before you can use our services, you may have to register with us as a user on the Sites, and we must accept your registration. We may accept or reject your registration at our sole discretion (in our own judgment) without giving reasons.

3.2. Separate terms and conditions apply to specific Services which we offer. You can read these at the section of the Sites where the relevant Services are provided. If there is any difference between these User Terms and the specific terms and conditions of any Services, those specific terms and conditions will apply.

4. **DISCLAIMER**

4.1. **C-Connect provides the Online Service “as is” and it makes no warranty as to the use, availability or performance of the Online Services.**

4.2. **You use the Online Services at your own risk and assume full responsibility for any risk or loss resulting from use of the Online Services or reliance on any information on the Online Services. You should therefore use your discretion before taking any action based on the information displayed on the Sites.**

4.3. **Whilst every reasonable effort has been made by C-Connect to ensure the proper performance of the Online Services and the accuracy, completeness or reliability of the Content, C-Connect (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates, agents and authorised representatives) 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 Content on the Online Services and assumes no liability or responsibility for the proper performance of the Online Services. As such, C-Connect does not warrant that the Online Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.**

4.4. **In addition to the disclaimers contained elsewhere in these User Terms, C-Connect makes no warranty or representation, whether express or implied, that the Content 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 wilful misconduct of C-Connect, its owners, directors, employees, suppliers, Internet service providers, partners, affiliates, agents and authorised representatives.

4.5. The Sites may contain hyper-links to third party sites. C-Connect is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by C-Connect of the site(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk.

5. LIMITATION OF LIABILITY AND INDEMNITIES

5.1. To the full extent permitted by law, you indemnify and hold C-Connect (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates, agents and authorised representatives) ["Indemnified Parties"] harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these User Terms 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, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Online Services, other than in respect of losses caused by C-Connect's gross negligence or intentional misconduct.

5.2. Without affecting the generality of clause 5.1 above, C-Connect and the other Indemnified Parties shall not be liable to you for any breach of these User Terms or failure to perform any obligations as a result of technical problems relating to the C-Connect network, termination of any licence to operate or use the C-Connect 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 C-Connect's reasonable control.

5.3. C-Connect reserves the right to hold you liable for any losses suffered by it or its customers due to a cybercrime committed by you on any of the Sites or in the use of the Services.

6. RESTRICTIONS ON USE

- 6.1. You may only view, download and print the Content for lawful purposes and for your own private and personal use in accordance with the limitations and/or restrictions contained in these User Terms.
- 6.2. You warrant that you shall not:
 - 6.2.1. use the Online Services for commercial and non-private purposes;
 - 6.2.2. 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;
 - 6.2.3. use the Online Services for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming";
 - 6.2.4. remove any copyright, trademark or other proprietary notices from the Sites or any portion thereof;
 - 6.2.5. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Sites;
 - 6.2.6. decompile, reverse engineer or disassemble any part of the Sites except as may be permitted by applicable law;
 - 6.2.7. link to, mirror or frame any portion of the Sites;
 - 6.2.8. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Sites or unduly burdening or hindering the operation and/or functionality of any aspect thereof;
 - 6.2.9. attempt to gain unauthorized access to or impair any aspect of the Online Services in respect of related systems or networks;
 - 6.2.10. use any technology to search and /or gain information from the Online Services;
 - 6.2.11. apart from good faith search engine operators and use of the search facility provided on the Sites, attempt to use any technology or other apps (including web crawlers, robots or web

spiders) to search, collect or copy content from the Sites for any purpose whatsoever, without the prior written consent of C- Connect; or

6.2.12. intercept any information transmitted to or from C-Connect or the Online Services which is not intended by C-Connect to be received by you.

6.3. The caching of the Online Services shall only be allowed if:

6.3.1. the purpose of the caching is to make the onward transmission of the content from the Online Services more efficient;

6.3.2. the cached content is not modified in any manner whatsoever;

6.3.3. the cached content is updated at least every 12 (twelve) hours; and

6.3.4. the cached content is removed or updated when so required by C-Connect.

6.4. **If you use Content from the Online Services in breach of these User Terms:**

6.4.1. **C-Connect shall be entitled to claim damages from you and to institute criminal proceedings against you;**

6.4.2. **C-Connect shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of Content by you or any third party who obtained any Content from you in contravention of these User Terms and you hereby indemnify C-Connect accordingly.**

6.5. **You must be satisfied that you lawfully access and use the Online Services and/or act upon the Content contained in the pages, and C-Connect accepts no responsibility for your unauthorised access or actions in respect of these matters.**

6.6. Hyperlinks to the Online Services from any other source shall be directed at the home page C-Connect.

6.7. E-mail addresses, names, telephone numbers, and fax numbers published on the Sites may not be incorporated into any database used for electronic marketing or similar purposes. **No permission is given or should be implied that information on the Sites may be used to communicate unsolicited communications to C-Connect, its owners, directors, employees, suppliers, Internet service providers, partners, affiliates, agents and authorised representatives.**

7. AUTHORITY

- 7.1. You cannot legally conclude a binding agreement unless you are 18 (eighteen) years of age or older and of full legal capacity. By using the Online Services, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity.
- 7.2. You agree and confirm that you 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.
- 7.3. If 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 and that we are entitled to rely on this declaration.
- 7.4. 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 C-Connect is accurate and your own personal details. If the Personal Information provided to C-Connect is not your information or is incorrect, C-Connect will not be held liable in any way. If C-Connect 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.**

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. 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 C-Connect 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 Sites are expressly reserved and all and any unauthorised use thereof is expressly prohibited.
- 8.2. Where any part of the Online Services (including any of the materials, services and/or goods) have been licensed to any member of the C-Connect 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.

8.3. The word or mark "C-Connect", however represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of C-Connect, or one of its affiliated companies.

9. NETWORK ACCESS AND DEVICES.

9.1. It is your responsibility to acquire and maintain, at your own expense, the necessary devices, data, computer hardware, software, communication lines and internet access accounts required to access the Internet, the Online Services and/or download content from the Sites.

9.2. You are responsible for obtaining the data network access necessary to use the Online Services.

9.3. Your mobile network's data and messaging rates and fees may apply if you access or use the Online Services from a wireless-enabled device. You will be responsible for those rates and fees.

9.4. We do not guarantee that the Online Services will function on all hardware or devices.

9.5. **The Online Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications which we cannot take responsibility for.**

10. PASSWORD/PIN FOR ACCESS TO ONLINE SERVICES

10.1. **You will be responsible to keep your password/pin secure and warrant that no other person shall use the Online Services using your password/pin. You accept all liability and indemnify C-Connect in the event that the password/ pin is disclosed to a third party.**

10.2. **You are responsible for ensuring that no unauthorised access to the Online Services is obtained using your password/pin, and you will be liable for and indemnify C-Connect in respect of all such activities conducted pursuant to such use, whether authorised or not.**

10.3. You must immediately notify C-Connect 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 **service@c-connect.co.za/info@service@c-connect.co.za**.

11. PERSONAL INFORMATION AND SECURITY

11.1. When you visit, access and/or using the Online Services, you will be agreeing to and be bound by our [Privacy Policy](#) which explains how we process your Personal Information.

- 11.2. C-Connect has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your Personal Information. We will update and refine these measures on an ongoing basis. Please note that C-Connect cannot be responsible for the privacy policies and practices of other sites you may access using links from this Service. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions. Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. C-Connect therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of Personal Information beyond our control.
- 11.3. C-Connect does not distribute any of your Personal Information to third parties; unless it's required to deliver Services requested by you. In addition, C-Connect will not sell your Personal Information to third parties unless you give us your specific permission to do so. For example, we may disclose your data to a credit card company to obtain payment for a purchase you initiated. It may also be necessary to pass on your data to a supplier who will deliver the product on order. In addition, C-Connect may be obligated to disclose Personal Information to meet any legal or regulatory requirements of applicable laws or for other legitimate purposes.
- 11.4. C-Connect reserves the right to amend or modify its Privacy Policy at any time in response to new privacy legislation
- 11.5. Whilst your name and e-mail address which is supplied to us when registering for the Services will not automatically be made available to the recipient of your SMS, we nevertheless are able to trace the source of an SMS, and such information will be made available to the authorities if required by law.
- 11.6. Monitoring or recording of your calls, e-mails or SMS's may take place for business purposes to the extent permitted by law, such as for example quality control and training for the purposes of marketing and improving the Services.
- 11.7. You agree that C-Connect may, to the full extent permitted by law, receive or disclose your Personal Information, documents, detailed call records, credit profile information and/or any other credit information from or to any of C-Connect shareholders, related entities, suppliers, agents, professional advisors.
- 11.8. You agree and consent that as a User, you may be contacted by the C-Connect in respect of its direct marketing campaigns related to the Online Services on the basis set out in the Privacy Policy.

12. COOKIES AND SIMILAR TECHNOLOGIES

- 12.1. C-Connect may store some information (commonly known as a "cookie") on your computer when you visit our Website. This enables C-Connect to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, C-Connect may also use this data in aggregate form to develop customised services - tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will however cause certain features of the Website not to be accessible.
- 12.2. We may process your Personal Information by our use of Cookies and similar technologies.

13. HYPERLINKS TO THIRD PARTY SITES

- 13.1. In the event that the Online Services contain hyperlinks to third party sites not controlled by C-Connect, C-Connect 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 C-Connect thereof.
- 13.2. **You access such third party sites and use their products and Services at your own risk and indemnify C-Connect against any loss, liability or damage that may result from the use of content from such links.**

14. SECURITY

- 14.1. C-Connect shall take all reasonable technical and organizational steps to secure the content of the Websites and Apps and the Personal Information provided by and collected from Users, from unauthorised access and/or disclosure. However, C-Connect does not make any warranties or representations that content shall be entirely safe or secure.
- 14.2. You shall not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Sites or the server and computer network that support the Sites.
- 14.3. **Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Sites, whether on purpose or negligently, shall, without any limitation, indemnify and**

hold C-Connect harmless against any and all liabilities, damages, risks and losses that C-Connect and its business partners, customers or affiliates may suffer as a result of such delivery, attempt or damaging code.

14.4. You shall not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and Services on the Sites and C-Connect reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.

14.5. Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by C-Connect and its business partners, customers or affiliates due to or related to these illegal actions.

15. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Sites and C-Connect undertakes to correct and/or remove such content or any part thereof if the person reporting such content provides reasonable grounds to prove the alleged nature of the content.

16. ELECTRONIC COMMUNICATIONS

16.1. You agree and warrant that:

16.1.1. data messages (e.g., sms and email) that are sent to C-Connect from a computer, IP address or mobile device normally used by or owned by you, were sent and/or authorised by you personally;

16.1.2. electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and C-Connect; and

16.1.3. when you send an email or message through the Sites to us, it is deemed to have been received when we reply to the message. An auto-response from a Site is not regarded as a reply;

16.1.4. when we send an email to you, it is deemed to have been received when you are capable of downloading the email.

16.2. All electronic communications, including any attachments thereto that are transmitted to you by C-Connect, shall be on the following terms and conditions:

16.2.1. before any purported agreement, that has been negotiated either wholly or partly by electronic means, shall be considered binding on C-Connect, the following terms and conditions shall apply:

16.2.1.1. an advanced electronic signature, (as defined in the Electronic Communications and Transactions Act 25 of 2002), of a duly authorized member of the Board of Directors of C-Connect shall be required to be used and attached to any electronic communication containing any offer and/or acceptance by C-Connect, as the case may be.

16.2.1.2. where C-Connect is acting as the offeror, the agreement shall be deemed to have been concluded at the time when and place where the acceptance of the offer was actually received by the Director so acting on behalf of C-Connect, and upon such Director expressly and manually acknowledging receipt of such acceptance;

16.2.2. Any opinion or advice contained in electronic communications shall be subject to the terms and conditions contained in any governing agreement.

16.2.3. C-Connect is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.

16.2.4. Whilst C-Connect does employ virus filtering, it provides no guarantees or warranties that the electronic communication is virus-free.

17. **FUTHER DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

17.1. The full name and legal status of the Online Services owner: C-Connect Telecoms (Pty) Limited, Registration No 2022/544425/07, a private company duly registered and conducting business according to the laws of the Republic of South Africa;

17.2. Address (including for receipt of legal service): 7 Saturn Crescent, Linbro Business Park, Johannesburg;

17.3. Main business: Mobile Virtual Network Operator;

17.4. The website address of C-Connect's website is: <https://www.c-connect.co.za>;

- 17.5. Access to and use of the Online Services is zero rated for C-Connect subscribers. However, accessing the Online Services through any other networks may be subject to applicable rates charged by C-Connect and/or your network provider, as the case may be, for accessing same.
- 17.6. 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 C-Connect.
- 17.7. You may lodge complaints concerning the Online Services with C-Connect at www.c-connect.co.za.
- 17.8. PAIA: the manual published in terms of Section 51 of the Promotion of Access to Information Act 2000 may be downloaded from our Website.

18. **CHANGES AND AMENDMENTS**

- 18.1. To the extent permitted by law, C-Connect reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:
- 18.1.1. change, restrict and/or terminate these User Terms to you in particular, or to the public in general or to revise these User Terms, and/or the prices at which the Online Services are offered;
 - 18.1.2. change the content, goods and/or Services available from the Online Services;
 - 18.1.3. alter and/or discontinue any aspect of the Online Services; and/or
 - 18.1.4. change the software and hardware required to access and use the Online Services.
- 18.2. Such changes will be posted on this site and will be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.

19. **GENERAL**

- 19.1. The clause headings in this document have been inserted for convenience only and not for interpretation purposes.

- 19.2. Hyperlinks herein to legal documents should be deemed part of these User Terms in terms of section 11(3) of the ECTA. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these User Terms.
- 19.3. References herein to the singular include the plural and *vice versa*.
- 19.4. These User Terms will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.
- 19.5. These User Terms 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.
- 19.6. Our failure to exercise any particular rights or provision of these User Terms shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

[Latest Revision: 3 July 2023]