

# IS IGNITE TERMS AND CONDITIONS – CELL C LTE

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

## 1. Definitions

- 1.1. "4G LTE" means wireless broadband technology used to connect the CPE to the network;
- 1.2. "calendar month" means the period from the 1st day of a month to the last day of that month;
- 1.3. "Coverage Area" means the coverage area in South Africa within which IS IGNITE is providing the service, as it may be notified at any specific time;
- 1.4. "Customers" shall mean customers to be acquired by the Operator for the provision of Services in terms of this Service Schedule;
- 1.5. "GB" means gigabytes;
- 1.6. "R" or "Rand" means the lawful currency of South Africa;
- 1.7. "Network Capacity" means the number of customers or the amount of data that can be delivered to customers in a specific area defined within the Coverage Area, provided with its designated features as may be provided and modified from time to time by IS IGNITE
- 1.8. "Services" means the purchase and re-sale of the services packages as defined in Annexure 1;
- 1.9. "Services Plans" means the plans available as set out in Annexure 1 hereto;
- 1.10. "Suspended Service" means the service is no longer active on the network;
- 1.11. "Terminated Service" means the service is no longer live on the network.

## 2. Suspensive Conditions

This Agreement are subject to the following Suspensive Conditions:

- 2.1. Obtaining of all the relevant permits that may be required for this transaction by the Parties, including, if necessary, regulatory approval;
- 2.2. The Coverage Area has been defined and agreed within which the Operator can undertake sales;

## 3. Support Services

- 3.1. IS IGNITE shall use its best efforts to ensure that the services are provided optimally throughout the duration of this Service
- 3.2. It is recorded that IS IGNITE does not give or make any warranties, representations or guarantees whatsoever, whether implied or express, in relation to the availability, reliability, accuracy and security of the Network Capacity.

#### 4. IS IGNITE Responsibilities

- 4.1. IS IGNITE shall be responsible for providing 4G LTE on a best efforts basis and based on the exact same Quality of Service provided to all other IS IGNITE 4G LTE customers;
- 4.2. IS IGNITE shall send an invoice to the Client at the end of every month for the Service Plans purchased by the Client.
- 4.3. The Parties will enter a Tri-party agreement for the purposes of the Regulation of Interception of

Communications and Provision of Communication-Related Information (“RICA”) and Protection of Personal Information (“POPI”) acts but it is herewith recorded that the Operator will remain solely responsible for adhering to the processes as defined in the aforementioned two acts in respect of their Customers. IS IGNITE has the right to audit the Operator after IS IGNITE has informed the Operator of its intention to do so in writing 5 (five) Business Days prior to the commencement of such an audit and the costs thereof will be borne by the Operator;

- 4.4. The Operator will be responsible to bill and collect payment from their Customers, and address any billing and payment related support queries;
- 4.5. The Operator will follow the defined IS IGNITE support process to log tickets.

#### 5. General Terms

- 5.1. Neither party will seek to gain access to any customer or proprietary information related to the other party’s operations;

#### 6. Expansion and Coverage

- 6.1. Monthly, IS IGNITE will issue a coverage map that defines the Coverage Areas in which Services are available;
- 6.2. Selling outside of the Coverage Area will result in Customers receiving no service or an impaired service. Should a customer purchase a service outside the Coverage Area, then IS IGNITE will not be responsible for the quality of the Service which is received or even that Service is made available;

#### 7. Warranties

- 7.1. IS IGNITE warrants that Service will be made available within the published Coverage Area to Customers on a best effort basis;
- 7.2. The customer warrants that it will undertake all necessary actions to be compliant with the relevant regulations, not limited to RICA, POPI, and CPA acts.

#### 8. Indemnities

IS IGNITE shall not be held responsible or liable for the Customers non-compliance with RICA, POPI and other relevant regulatory requirements. As such, the customer indemnifies IS IGNITE against any claim of whatever nature arising from its non-compliance to these acts.

## A. Products

### **CELL C - LTE: Promotional Set up Options – 6 Month Promo**

When purchasing the service CELL C - LTE from Ignite the client will have three set up options to choose from:

A SIM Card will only be compatible with the following network approved routers for Free

- Huawei B315 router
- Huawei B618 router

If one of the two router options are selected as the setup fee for CELL C - LTE and the client cancels the CELL C - LTE service within the first 6 months of the service being active, the client will be charged a cancellation fee of R999, which they will be liable to pay for prior to Ignite processing the cancellation

### **CELL C - LTE: Promotional Set up Options – 12 Month Promo**

When purchasing the service CELL C - LTE from IS IGNITE the client will have three set up options to choose from.

- A SIM Card ( Only compatible with Huawei B315 and B618 )
- Huawei B315
- Huawei B618

The above Router options are available as an outright purchase or over a 12 Month term.

If one of the two router options are purchased over a 12 month term and the client cancels the CELL C - LTE service within the 12 months, the client will be charged the below cancellation fee prior to IS IGNITE processing the cancellation.

- Huawei B315 - R1500 + remainder of the subscription fees of the contract
- Huawei B618 - R2500 + remainder of the subscription fees of the contract

## B. Service Plans - Add on Bundles

At any time during a Customer's valid contract period, the Customer will have access to purchase the following Add On bundles (including VAT):

1GB @ R12.50

2GB @ R25

3GB @ R37.50

5GB @ R62.50

10GB @ R125

20GB @ R250

The customer will be directed to a suitable URL to purchase Add On bundles. IS IGNITE will ensure that this URL will be included in a Walled Garden, and will therefore be zero rated for the Customer.

## C. Validity/Expiry on Data Bundles

Any unused monthly data shall be forfeited at the end of every calendar month;

Data may not be carried over to the next calendar month;

Should a Customer sign a contract during a month other than on the 1st, the data and the billing will be done pro-rata accordingly for the remaining days of the month and the Customer will be billed along with the first full calendar month billing;

Any unused Add on bundle shall be forfeited at 23:59 on the expiry date.

#### D. Depletion

Add on bundles will always be depleted first.

#### E. Cancellation

1. Should the Customer decide to cancel their month to month contract, the inclusive monthly data as well as their Top-Up bundles, if applicable, will terminate at the end of the month;
2. The cost to recover the CPE from the Customer will be borne to the Customer should IS IGNITE be requested to arrange for the CPE to be recovered/collected from the Customer.
3. There will be a R999 cancellation fee if the LTE service is cancelled within the first 6 months from date of purchase. This will apply to any LTE package option purchased with either a Huawei B618 or B315 router
4. If a RAIN LTE-A service is migrated to a Cell C – LTE service within the 6-month period, the cancellation penalty will still apply

#### F. Installation

1. The cost to deliver the in-door CPE will be charged to the Customer as a once-off fee for new activations;
2. The cost to install the out-door CPE will be charged to the Operator as a once-off fee for new activations; and

Should a Customer cancel an order on delivery as a result of lack of coverage or inadequate coverage, and the sales was made outside of the defined Coverage Area, then all incurred costs will be recovered from the customer. IS IGNITE will not take responsibility for any damage done to a Customer's property by any third-party vendors.

#### G. IS IGNITE Responsibility

Out of box failures will be the responsibility of IS IGNITE

The following circumstances will be considered for purposes of Termination for Cause:

Reason for Termination	
1	Winding up order

2	Liquidator appointed
3	Receiver or administrator appointed
4	Administration order granted
5	Passed resolution of winding up
6	Material Breach
7	Failed to make due payment on 2 occasions
8	Breach of pricing Service Schedule
9	Failure to remedy breach within set period
10	Service failure for a longer period than 14 days
11	Release under legal/regulatory changes
12	Force Majeure
13	IS IGNITE Contract with their Network Service provider is terminated