

# CELL C TECH ASSIST

## TERMS & CONDITIONS

1. It is important that you understand and agree to these terms and conditions in order for you to make use of the Cell C Tech Assist Service (the "Service"). In the event that you do not understand these terms and conditions, please get in touch with us and we will explain them to you.
2. All standard Terms and Conditions of Cell C (Pty) Ltd, Cell C Service Provider Company Proprietary Limited together, ("Cell C") and its suppliers apply to the Service. You can find these standard terms and conditions at <https://www.cellc.co.za/cellc/terms-conditions>.
3. All prices and usage rates advertised include VAT, unless otherwise stated.
4. Standard RICA rules and processes apply. These can be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.

## GENERAL

5. Suppliers and/or Cell C reserves the right to suspend the Service and its benefits in its sole and absolute discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur.
6. Cell C and/or Supplier may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion without notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use the Service you agree and understand that you will be bound by the amended terms and conditions. **You agree and understand that it shall be your responsibility to keep up to date with these terms at all relevant times.**
7. It is important that you understand that all customers who make use of the Service indemnify Supplier and Cell C, their directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from their use of the Service and its benefits.
8. Cell C has the right to withdraw or shorten the duration of the Service in its sole and absolute discretion and will notify customers if it chooses to do so. Customers understand that they will not have a claim against Cell C in this event.
9. You understand and acknowledge that Cell C only provides the Service to you, and that a separate set of terms and conditions for the use of the Service from the Suppliers are applicable and can be found here: <http://cellctechassist.co.za/>. For ease of reference, we have set out these terms and conditions for the Service below.

## TERMS OF USE FOR THE SERVICE

10. Cell C provides the Service to Cell C customers in conjunction with Supplier and our duly authorised partners and/or third-party service providers and, subject to these terms, shall make the full benefits of the Service available to you once you have signed up /registered for or have agreed to join the Service. By using the Service you are deemed to have accepted these terms and conditions and agree to abide by them.
11. By signing up for this Service you give us your informed and explicit consent and authorise us to process your personal information, locate your mobile phone device and share your location and personal information with our duly authorised partners and/or third party service providers to enable us to provide the Service to you. All your relevant personal information will be processed in accordance with our information security processes and information processing policy in accordance with the Protection of Personal Information Act of 2013.
12. NEITHER CELL C NOR SUPPLIER SHALL IN ANY WAY OR FORM BE HELD LIABLE FOR UNAVAILABILITY OF THE SERVICE.
13. Subject to these terms and conditions we shall endeavour to make the Service available to you 24/7 and throughout the year.

14. **You hereby agree to fully co-operate with ourselves to enable us to provide the Service to you and that you shall disclose to us all other benefits and services you are entitled to receive through any other third party which may be relevant to the Service** (e.g. motor vehicle insurance, household insurance, life insurance, medical insurance and the like).
15. Participation in the Service will accordingly be subject to the then current version of these terms published on this website at the time of your use. You may not make use of our services if you do not accept these terms.
16. Please note that certain additional conditions of use may apply to your use of our services such as may be contained in the subscription contract entered into between you and your network Service Provider. We reserve the right to introduce amendments to these terms and conditions from time to time, by posting such amendments on our Website. We may thus change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using our Services since the then current version of the terms will apply to your use.
17. We reserve the right, without notice and in our sole and absolute discretion, to make changes to the manner in which we offer the Service or to discontinue without notice, any aspect and/or feature of the Service.
18. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties with respect to the Service to any other person. We may cede, delegate, transfer and assign our rights, obligations and duties pertaining to the services to any other person.
19. The Service may not be used for any purpose other than for your personal non-commercial purposes. The Service may not be used in a manner that would bring us or our business into disrepute. Furthermore, the Service may not be used for unlawful purposes or in a manner which infringes our rights or the rights of any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to its use of the Service. We may suspend access to any part of our computer systems or Service at any time without notice.
20. Queries and complaints regarding the Service may be submitted to us via our telephone helpline on 084 11504 or via email at support@cellctechassist.co.za.
21. Use of our Services is subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of a person to adjudicate on any dispute arising from or in connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction. Legal process may be served at any address provided to us.
22. Our failure to enforce any provision of these terms strictly will not be construed as a waiver of any provision or right. In the event that a portion of these terms is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
23. Should we be prevented from fulfilling any of our obligations hereunder as a result of any event or circumstance beyond our control, then those obligations shall be deemed to have been suspended to the extent that and for as long as we are so prevented from fulfilling them, and your corresponding obligations shall be suspended to the matching extent. If the event continues for more than 14 (fourteen) days after it has first occurred, then we shall be entitled (but not obliged) to terminate all of our rights and obligations in terms of or arising out of these terms by giving notice to yourself.
24. You warrant that you have the contractual capacity to utilise the Service(s).
25. We reserve the right to withhold the Service(s) in our sole and absolute discretion.
26. We reserve the right to forward your personal details to the police or other relevant third parties in order to comply with the law or in relation to any suspected Inappropriate Use by You or any other person of the Service(s).
27. We shall be entitled to terminate these terms and conditions immediately if You commit any material breach of any term of these terms and conditions. No waiver by Us of any breach of a provision of these terms and conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provision.
28. The territory in which the Services shall be available to you is limited to the area within the borders of the Republic of South Africa ("territory") unless stated to the contrary herein.
29. Beneficiary is defined as a valid Services subscriber.
30. Cost payable for incidents not attended to by the Cell C call centre will not be refunded.
31. The Cell C and/or the Supplier will not accept any liability or responsibility for any damage, loss, injury or disappointment suffered by You or any third party as a result of your use of the Services or the unavailability of the Services, as the case may be.

For full Terms and Conditions please go to <http://cellctechassist.co.za/>

## **VALUE ADDED SERVICES BREAKDOWN FOR SERVICES**

### **Cell C Tech Assist Terms and Conditions**

#### **1. Tech Support Line**

- Technical Remote Service Support will be provided during the following operating hours: Monday – Friday: 08:00 to 17:00; Saturdays: 08:00 – 12:00.
- The Technical Remote Service Centre is closed on Sundays and Public Holidays.
- All Calls to the said Technical Support Centre shall be recorded.
- Should members require assistance, they will be required to have an operational and stable internet connection at the time of rendering Technical Remote Service services.
- Should members require assistance, they accept that the Technical Service Agent shall require the member download a trusted third-party application allowing for remote support.
- The Member shall be solely responsible for the installation and configuration of the trusted third-party application.
- The Member acknowledges and grants permission once the trusted third-party application has been installed for Technical Remote Support to be provided only on the device as explicitly agreed with the Member and only relating to the Member specific technical challenge.
- Remote access, remote control and remote support solution works with most desktop and mobile platform, including Windows, MacOS, Android, and iOS.
- Members agree that the third-party application allows for remote support to be offered to either a computer or mobile device and once Technical Support is completed remains the Members responsibility to remove from the Members device.
- Cell C Tech Assist is not is liable for services rendered by any third party.
- Service provider terms and conditions apply. The customer can request this from the appropriate Discount partner.

#### **2. 5GB of WIFI Data**

- Access WIFI hotspots at hundreds of locations nationwide (Hotspots are not guaranteed).
- Connectivity and performance of WIFI now is not guaranteed by Cell C Tech Assist.
- WIFI Terms and Conditions apply and may change without prior notice.
- Cell C Tech Assist Terms and conditions apply and may change without prior notice.
- 5GB available every month to every subscriber – please note that there is no carry over/forward of unused data. This means that any unused data will not be rolled over to the next month and you will forfeit the unused data.

#### **3. Screen Protector**

- Members are entitled to an amount of R1000.00 (one thousand rand)of repair incidents per annum
- Any repairs exceeding the pre-determined amount will result in the member being liable for the amount in excess.
- The contact centre to access this benefit is only accessible Monday to Friday, 07h00 to 16h30.
- The contact centre is closed on Sundays and public holidays.
- Access to the benefit is validated and non-members will not have access to any repair services.
- Cell C Tech Assist does not facilitate delivery services that are not included or form part of the pre-determined repair amount.
- Delivery or courier fees of the service provider apply.
- This is not an insurance product and is merely an offering to assist Cell C Post-Paid Customers as a value added service..
- Terms and conditions are subject to change without prior notice.
- Service provider terms and conditions apply. These are available at: [insert].
- Cell C Tech Assist is not liable for the service rendered by any third party or the service provider.
- An assessment fee or and quote rejection fee will be charged.

- Devices are booked in at the client's risk. Cell C Tech Assist is not liable for any data loss or damage sustained during hardware or software repairs. Your device may be restored or formatted to complete repair. Please back up your data beforehand.
- Please ensure that all personal information is erased or password protected, prior to handing in your device(s). **Cell C will not be liable, in any way, for any damage or loss resulting from the loss or distribution of your personal information. It is your responsibility to ensure that your personal information is adequately protected, prior to handing over your device.**
- Replaced parts have a lifetime warranty, excluding any damage caused by negligence (e.g. dropped), water damage, services, any battery replacements or mac repairs. **The warranty is not transferrable to new owners.**
- The repair process takes approximately 7 (seven) to 14 (fourteen) working days, depending on the nature of the repair. Repairs can take up to 21 (twenty-one) working days if additional parts or spares are needed.
- Repairs quoted under R500.00 (five hundred rand) will continue without client confirmation, unless otherwise specified.
- Water Damage on Devices will be subject to a R199 (one hundred and ninety nine rand) diagnostic fee, irrelevant of whether the device can be fixed. This fee is waived if the repair is successful.
- On water damaged devices, only parts replaced as per the invoice are guaranteed for 3 (three) months.
- If you are bringing in an apple device, please ensure that the device is removed from the 'find my phone' app as this delays the repair process. If you are unsure of the deactivation process please ask your consultant to assist and to supply you with the process details.
- If Cell C Tech Assist opens your device you will lose the remainder of your Brand Holder guarantee. You will however receive the relevant Cell C Tech Assist warranty in its place.
- Cell C Tech Assist only uses original parts where possible & available. Where not available, a suitable OEM part will be used in its place. This does not affect the warranty and all parts are covered under the warranty.

#### 4. Discounts on Gadgets

- Discount partners as well as savings and deals are subject to change without prior notification.
- Discount partners have multiple redemption processes, and these must be followed in order to receive the relevant savings, deal or benefit.
- No saving, deal or benefit provided by discount partners is redeemable for cash.
- Cell C Tech Assist is not liable for the service rendered to members by any discount partner or other third party.
- Discount partners own terms and conditions apply.