

## **CELL C TERMS & CONDITIONS FOR OUT OF BUNDLE SPEND CONTROL**

1. Spend Control is a Cell C service that allows customers to self-manage their out of bundle spend on data, voice and SMS.
2. Customers will have access to set individual limits for data, voice and SMS.
3. Spend Control is available to:
  - a. Prepaid customers
  - b. Postpaid customers
  - c. TopUp customers.
4. Customers will be able to manage their Spend Control settings via the following channels:
  - a. USSD \*147#
  - b. Cell C App
  - c. Cell C portal at [www.cellc.co.za](http://www.cellc.co.za)
5. All customers Spend Control settings will be set to Unlimited for data, voice and SMS out of bundle spend and customers will need to update their spend control settings themselves.
6. Customers can choose from the following settings:
  - a. Unlimited
  - b. Set a specific Rand Value for out of bundle spend (in increments of R10)
  - c. Set to have “Zero” out of bundle spend.
7. Changes to the Spend Control values are effective immediately.
  - a. Where a customer is decreasing a limit and has already spent more on out of bundle than their new limit, the new limit will only apply from the next month. Out of bundle spend that has already been incurred will not be refunded or credited.
8. Customers have full control over their settings and no refunds or credits will be allowed where a customer incurs out of bundle spend as per the limit they have set.
9. Unlimited means customers can use a service when they don't have a bundle (i.e. they are using at out of bundle rates) with no specified limit.
  - a. For post-paid customers the value spent will not be allowed to be higher than the Customers Monthly Bill Limit.
  - b. For prepaid and TopUp the value spent will be capped by the airtime balance the customer has at the time.
10. A defined Rand value will mean that the customer is allowed to spend up to that defined limit on out of bundle usage
  - a. For post-paid customers the value spent will not be allowed to be higher than the Customers Monthly Bill Limit. Customers can set a value higher than their Monthly Bill Limit but spend will be capped by the Monthly Bill Limit value.
  - b. For prepaid and TopUp the value spent will be capped by the airtime balance the customer has at the time.
11. Zero spend (i.e. R0) will mean that the customer will not be able to use the service without an active bundle (i.e. no out of bundle usage).
  - a. No out of bundle spend will be billed to the customer.
  - b. Where a bundle expires or is fully depleted the customer will need to purchase another bundle to be able to continue usage.

- c. Customers will possibly experience disruption in service when their bundle depletes while on a call or during an active Internet session. Usage will stop at the point that the bundle is depleted or expires.
- 12. Spend control for all customers will operate on a calendar month cycle (i.e. from the 1<sup>st</sup> day of the month to the last).
  - a. The Out of bundle on data, voice and SMS will be set to R0 at 00h00 on the 1<sup>st</sup> of the month.
  - b. Out of bundle usage in the month will be accumulated over the course of the month.
  - c. When out of bundle usage reaches the customer selected Spend Control limit for the service (data, voice or SMS), no further usage will be allowed. Customers can then purchase a bundle or increase their limit.
- 13. Data, voice and SMS bundles are available to customers to purchase at any time, subject to having airtime or monthly bill limit (for post-paid) available to pay for the purchase.

## **General**

1. You are responsible for managing your out of bundle spend on the various Cell C platforms, and you will be liable for any and all charges incurred should you fail to implement and/or change the spend limit on your account (whether Prepaid, TopUp or Post-paid).
2. It is important that you understand that all customers indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from your use of Cell C's products and services.
3. Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to make use of Cell C's products and services, you agree and understand that you will be bound by the amended terms and conditions.