

Tel-a-care 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 Tel-a-care 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 Tel-a-care.
- 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 "Suspended Service" means the service is no longer active on the network;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. Changes to these Conditions

2.1. We reserve the right to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies) without notice.

3. Suspensive Conditions

This Agreement are subject to the following Suspensive Conditions:

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

4. Support Services

- 4.1. Tel-a-care shall use its best efforts to ensure that the services are provided optimally throughout the duration of this Service
- 4.2. It is recorded that Tel-a-care 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.
- 4.3. We are committed to providing You with an excellent service and taking the time to listen to any concerns or grievances you may have about the service we provide. In the first instant please follow our support procedure, but if you are not satisfied with the outcome you can lodge a formal complaint by emailing Info@tel-a-care.co.za
- 4.4. We aim to respond to your complaints within 2 business day and resolve any concerns you may have as soon as possible, but in the unlikely event that your complaint has not been resolved to your satisfaction within eight weeks, you may use our alternative dispute resolution scheme.

5. Tel-a-care Responsibilities

- 5.1. Tel-a-care 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 Tel-a-care 4G LTE customers;
- 5.2. Tel-a-care shall send an invoice to the Client at the end of every month for the Service Plans purchased by the Client. (If we debit your account, invoice will be sent from time to time or on demand, but does not take responsibility to send each and every month.)
- 5.3. 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. Tel-a-care has the right to audit the Operator after Tel-a-care 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;

- 5.4. The Operator will be responsible to bill and collect payment from their Customers, and address any billing and payment related support queries;
- 5.5. The Operator will follow the defined Tel-a-care support process to log a call

6. General Terms

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

7. Expansion and Coverage

- 7.1. Monthly, Tel-a-care will issue a coverage map that defines the Coverage Areas in which Services are available;
- 7.2. 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 Tel-a-care will not be responsible for the quality of the Service which is received or even that Service is made available;

8. Warranties

- 8.1. Tel-a-care warrants that Service will be made available within the published Coverage Area to Customers on a best effort basis;
- 8.2. 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.

9. Indemnities

Tel-a-care 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 Tel-a-care the client will have three set up options to choose from:

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

- 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 Tel-a-care the client will have a few set up options to choose from.

A SIM Card (Only compatible with Huawei B315, Huawei B618, Huawei B2338 (Outdoor), ZTE MF253, ZTE MF283V, ZTE MF910+, TP-Link MR200

- Huawei B315
- Huawei B618

The above Router options are available as a payment plan with a deposit over a 12 Month term.

If one of the 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 Tel-a-care processing the cancellation + collection of router and forfeit their deposit.

- Huawei B315 & any other router - 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) @R25 per GB less than 20 GB purchases on that time & day or @R15 per GB more than 20 GB purchases on that time & day:

1GB @ R25

2GB @ R50

3GB @ R75

5GB @ R125

10GB @ R250

20GB @ R300

The customer can either send an email to Info@tel-a-care.co.za or via our website.

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 or until further notice on the roll over of Cell c LTE data;

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.

C. Depletion

Add on bundles will always be depleted first.

D. Upgrades

Any upgrades towards your contract will result in creating a new contract with your previous information presented to us when client filled in an application form the website, email or a sign up form given by tel-a-care employee. We will accept any confirmation to upgrade via email, sms, calling, invoice or whatsapp, to proceed upgrade.

E. Payment

Costs shall be payable to Tel-a-care monthly in advance by way of credit card, EFT or debit order deducted on the last day of the month (unless otherwise agreed).

1.1 The Costs specified on the Website include VAT and any other any taxes and duties including any regulatory surcharge, which Customer becomes obligated to pay by virtue of this Agreement.

1.2 The Costs specified on the Website may change from time to time without notice to the Customer. The Customer should visit the Website on a regular basis in order to take notice of such changes.

1.3 Invoices will be emailed to the Customer's designated email address (for billing purposes)

indicated in the New User Signup form unless the Customer gives its written request for delivery of invoices by means other than email, or that the email address (for billing purposes) has been changed.

1.4 Debit Order and Service/s Cancellation

1.4.1 By the act of the Customer supplying its banking details and agreeing to the terms and conditions of the Agreement the Customer accepts and agrees to the following:

1.4.1.1 The request and authorisation of **Tel-a-care** to draw against the bank account of the Customer (or any other bank or branch to which the Customer may transfer its account) the due amount or any variable amount pertaining to this Agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly invoice and/or any overdue amounts, due to **Tel-a-care** respect of the Customers purchases or in terms of this Agreement.

1.4.1.2 The Customer agrees that all withdrawals from its account by **Tel-a-care** shall be treated as though they had been signed by the Customer itself. The Customer specifically instructs and authorizes the relevant duly authorised **Tel-a-care** agent or by computer through a system provided by the South African Banks to draw against the account of the Customer.

1.4.1.3 The Customer hereby agrees to pay any banking charges relating to this debit order instruction.

1.4.1.4 The authority and Service/s may be cancelled by the Customer by clicking and accepting the cancellation of services link as displayed on the website before the 25th of the current month. Failure to do so will result in the product being activated and the monthly subscription being debited from the Customer bank account. If the Customer cancels on or after the 25th of the month, cancellation of the service will be actioned for the end of the following month.

1.4.1.5 The Customer can also cancel the Service by informing **Tel-a-care** in writing by sending an email with the appropriate Customer account and service details together with the termination date to Info@tel-a-care.co.za. This email notification needs to be sent before the 25th of the current month. Failure to do so will result in the monthly subscription being debited from the Customer bank account. If the Customer cancels on or after the 25th of the month, cancellation of the service will be actioned for the end of the following month.

1.4.1.6 If any Service contract duration is longer than a month, each specific Service terms and conditions will stipulate the penalty for early termination. If no such penalty is recorded or in the case of where it cannot be determined what the penalty of such Service should be, the penalty of each of the Services shall be the remaining value of the contract.

1.4.1.7 Debit orders will be processed on the first working day of every month. The debit order fails, the Customer Service/s will be disabled immediately and you will be required to pay the outstanding amount by way of credit card or electronic bank transfer in order to reactivate the Service/s.

1.4.1.8 All other debit order instructions (new account sign ups, top ups, upgrades), besides the monthly subscription debit orders, will be processed on a daily basis. Should a change be made on your account after the monthly debit order run, the balance will be processed on the 1st working day of the month.

1.4.1.9 **Tel-a-care** shall be entitled from time to time on 30 (thirty) days prior written notice thereof to Customer to increase the Monthly Costs, provided that

1.4.1.10 **Tel-a-care** shall not be entitled to increase the Monthly Costs during the first 12 (twelve) months of this Agreement; and

1.4.1.11 Tel-a-care shall not increase the Monthly Costs on more than one occasion in any subsequent 12 (twelve) month period of this Agreement;

1.4.1.12 Should such an increase, as envisaged per sub-clause 5.6.1 above, occur after the initial 12 (twelve) month period, the Customer shall have the right to request Tel-a-care to provide proper and reasonable justification for such an increase, which Tel-a-care shall not unreasonably withhold.

1.4.1.13 Payment must be made by the due date on your invoice which is typically 7 days from the date of invoice.

1.4.1.14 Payment must be made without deduction or set-off.

1.4.1.15 All fees are non refundable unless otherwise stated.

1.4.1.16 Invoices overdue for more than 7 days may result in Service suspension or cancellation without notice.

1.4.1.17 All fees remain payable where we suspend the Services in accordance with these Conditions.

1.4.1.18 You will also be liable for any rental charges that may have been accrued during the suspension of your account.

1.4.1.19 We may impose a credit limit on your account and/or require a deposit as security for paying bills.

F. 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 Router from the Customer will be borne to the Customer should Tel-a-care be requested to arrange for the Router to be recovered/collected from the Customer.
3. If one of the 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 Tel-a-care processing the cancellation + collection of router and forfeit their deposit.
 - Huawei B315 & any other router - R1500 + remainder of the subscription fees of the contract
 - Huawei B618- R2500 + remainder of the subscription fees of the contract
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

G. Installation

1. The cost to deliver the in-door Router will be charged to the Customer as a once-off fee for new activations;
2. The cost to install the out-door Router 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. Tel-a-care will not take responsibility for any damage done to a Customer's property by any third-party vendors.

H. Tel-a-care Responsibility

Out of box failures will be the responsibility of Tel-a-care

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	Tel-a-care Contract with their Network Service provider is terminated

SCHEDULE A - Fees and Charges

Item	Fee
Account activation following Suspension	R 100
Bounced Cheque / Debit Order payment	R 50 + bank costs
On-site Engineer visit - Per Hour	R 500
Missed Engineer Appointment	R 500*

* Missed Engineer Appointments can have additional charges from our suppliers. We will pass on these costs if you have missed an appointment.