

Terms and Conditions – Pinnacle Postpaid and TopUp Plans

1. All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply.
2. All prices and usage rates advertised are inclusive of VAT, unless otherwise stated.
3. Standard RICA rules and processes apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>
4. The Pinnacle plans, Postpaid and TopUp, are available to all new and existing customers.
5. Customers signing up for the Pinnacle plans (new and existing) must meet the credit vetting rules as determined by Cell C.
6. Existing Postpaid and TopUp customers that are due for an upgrade shall be allowed to upgrade to the New Contract Plans.
7. A once-off SIM and Connection Fee of R199 will be charged for new activations.
8. SIM card only deals are available in Month-to-Month, 6, 12, 18 and 24 month contract lengths.
9. Handset and SIM card deals are available on 24 month contracts only.
10. Customers are allowed to create their own deals by selecting their preferred plan, handset and contract term. Please note that if you choose a deal (i.e. SIM card and device), you must take a 24 month contract and you will not be allowed to choose a different contract term.
11. The total monthly subscription of a customised deal will depend on the plan and handset chosen by the customer.
12. The Pinnacle plans will be available through all Cell C sales channels. Visit www.cellc.co.za to locate your nearest Cell C store.
13. The first month's inclusive benefits (minutes/SMS/data) and monthly subscription fee will be pro-rated depending on the date of activation of the package; thereafter the inclusive benefits will be loaded monthly, in full on the 1st of every calendar month and the standard/full monthly subscription fee will be charged.
14. The Free Nite data is applicable for use from 00:00 to 05:59:59 daily.
15. The inclusive minutes can be used for calls, including Wi-Fi Calling, to any local network in South Africa but cannot be used for International Calling and Roaming and premium rated or special number calls.
 - a. Calls to 0800 numbers are free and will not be charged for or deplete from inclusive minutes.
 - b. Calls to 086X numbers are not depleted from inclusive minutes and will be billed for as usage charges.
 - c. Cell C will not be liable for charges incurred where the subscriber dials nonqualifying numbers.
16. Data charges related to out-of-bundle usage will apply by default. Customers can use Spend Control to manage their out-of-bundle charges.
17. There is a 1 month carryover of any unused inclusive voice minutes, SMS and anytime data.
 - a. Nite Data does not carry over.
18. The billing increment will be:
 - a. per second billing from the 1st second for a voice calls; and
 - b. 25KB for data usage.
19. The existing International Calling and Roaming rates will apply. International Calling and Roaming will be charged as out of bundle usage and added to the customer's monthly invoice.
20. International SMS/MMS, Premium Rated SMS/MMS, Value-Added Services and subscription services or bundle purchases will be charged as out of bundle usage or additional purchase and will be added to the customer's monthly invoice or deducted from available airtime for TopUp.
21. Data consumption while roaming internationally will not deplete from the inclusive airtime value or any bundles purchased. Data roaming rates will apply and will be charged as out of bundle usage.

22. Where the customer has fully depleted the inclusive value before end of the month, the out of bundle rates will apply.
23. All out of bundle usage charges for Postpaid customers will be added to the customer's monthly invoice.
 - a. These charges will be added to the customer's bill subject to i) the customer having available spend limit and ii) the customers self-selected Spend Control settings.
24. All out of bundle usage charges for TopUp customers will be deducted from available airtime (customers must have sufficient airtime in their airtime wallet to make use of such services).
25. Value Added Services activated at point of sale can be added to the customer's monthly invoice as per customer's request.
26. Upward and downward migrations are allowed.
 - a. The remaining device commitment fee will be carried over;
 - b. The monthly device fee portion of the total monthly subscription fee will be carried over to the new plan and added to the applicable plan monthly subscription fee; and
 - c. Existing inclusive benefits on the old plan will be forfeited.
27. Cancellation of your contract will include standard Cell C cancellation fees and penalties. This includes all remaining device costs and any applicable cancellation fees. Visit the nearest Cell C store for more information on contract cancellation.

General

28. If a customer does not comply with these terms and conditions and/or the processes applicable, Cell C reserves the right to refuse the customer from taking up the Pinnacle offer.
29. Cell C reserves the right to suspend the Pinnacle plans in its sole discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate.
30. Cell C has the right to withdraw or shorten the duration of the Pinnacle plans in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C in this event.