

## **A. Terms and Conditions: SmartBroadband Wireless Uncapped All Hours & Business Hours**

1. Telkom Standard terms and conditions apply (full details on [www.telkom.co.za/terms](http://www.telkom.co.za/terms))
2. Telkom reserves the right to amend this offerings terms and conditions, from time to time .Telkom will place the amended terms and conditions on Telkom's website at the following link: <http://www.telkom.co.za/today/unlimited-broadband>, which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
3. RICA shall apply
4. Subscription to Telkom's SmartBroadband Wireless Uncapped All Hours & Business Hours services is subject to the Telkom Mobile LTE network coverage and network availability strictly within the LTE coverage which can be found on Telkom's website at the following URL [www.telkom.co.za/today/ucm](http://www.telkom.co.za/today/ucm).
5. The SmartBroadband Wireless Uncapped All Hours & Business Hours service is a fixed wireless broadband service and subscribers will be required to consume the service within the location of the physical address supplied during the application process, through which Telkom is making this offer available to the public.
6. Acceptable use policy will also apply where Telkom deems a subscriber to be abusing the service and throttling may be implemented across all traffic types in times where the network is under strain, with the express aim of providing a quality service across the network for all users. This is subject to the AUP as outlined in section B below.
7. SmartBroadband Wireless Uncapped All Hours & Business Hours service operate on shared radio resources and Telkom reserves the right to apply restrictions on an uncapped account if a customer's behavior is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications. Telkom will inform abusive subscribers via chosen customer means of communications.
8. A subscriber may not provide network services from their account (for example, you may not use your account to operate as an FTP server).
9. Telkom's LTE network operates a radio-controlled core network which is a shared radio resource and could from time to time become strained due to radio resource intensive programs. This impacts negatively on other user's broadband experience and/or the performance of Telkom systems or networks. In such instances; Telkom reserves the right to limit such activities should the need arise.
10. Telkom reserves the right to terminate a user from its network if he/she is found to be causing harmful interference to Telkom's network through using jamming devices or equipment violating the type approval Telkom Network standards.
11. A subscriber may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitively pinging the host.
12. The SmartBroadband Wireless Uncapped All Hours & Business Hours can only be used within the borders of South Africa.
13. The SmartBroadband Wireless Uncapped All Hours & Business Hours SIM shall not be used for purposes of Server hosting or international bypass. Failure to adhere to these conditions shall be a breach of this product's terms and conditions and Telkom will have the right to immediately suspend the service.
14. The SIM shall only be used on the device provided as part of the deal on a 24-month contract except in such instances as the device is under repair or being replaced by Telkom and is substituted by another Telkom network approved device.
15. Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected to have occurred.
16. Telkom reserves the right to terminate these offers at any time without prior notification, however Telkom shall endeavor to publish prior notice on its website informing consumers of such decisions.
17. The MultiSIM and Data MultiSIM Service will not be allowed on the SmartBroadband Wireless Uncapped All Hours & Business Hours Wireless plans
18. No carry-over to the following calendar month shall apply to the SmartBroadband Wireless Uncapped All Hours & Business Hours service and all-inclusive benefits shall reset at the beginning of each calendar month.
19. Telkom's LTE network currently supports voice calls and is activated by default to make and receive voice calls using the standard Plain Old Telephone Service (POTS) handset plugged into voice port (RJ-11) at the back of the LTE Huawei Router.
20. The voice calling Out of bundle rate of 70 cents per minute (per -second billing) to all-networks applies
21. SMS is enabled for normal usage, notification and balance enquiry.
22. SMS charges shall be set at 50c/SMS and MMS charges shall be set at 50c/MMS
23. Prices include VAT

24. The SmartBroadband Wireless Uncapped All Hours & Business Hours shall be available on a 24-month contract only.
25. The SmartBroadband Wireless Uncapped All Hours & Business Hours offer are available through the traditional Telkom owned stores, Direct Sales Force 3<sup>rd</sup> Party channel and Telkom Online Channel.
26. Subscribers that wish to sign-up for the R899 / R 599 SmartBroadband Wireless Uncapped All Hours & Business Hours offer will be able to apply for the service through Telkom's online channel via the online portal, traditional Telkom owned stores, Direct Sales Force 3<sup>rd</sup> Party channel.
27. The SmartBroadband Wireless Uncapped All Hours & Business Hours will be available across all LTE TDD 2300 MHz base stations nationally and only where the Telkom coverage map states that this LTE service is available.
28. No SmartBroadband Wireless Uncapped All Hours & Business Hours products will be supported out of the coverage of the Telkom Mobile LTE TDD 2300 MHz network.
29. Telkom reserves the right to withdraw any of its LTE base stations at any stage from the coverage map and with no prior warning. The coverage map shall be updated accordingly on the website.
30. Subscribers will receive a SIM card and a Huawei LTE/LTE- Advanced Wi-Fi router with the SmartBroadband Wireless Uncapped All Hours & Business Hours services.
31. It must be stressed that the SmartBroadband Wireless Uncapped All Hours & Business Hours service is a fixed wireless service which must be used in a fixed location and not for mobility. The SmartBroadband Wireless Uncapped All Hours and Business Hours subscribers shall not be able to roam on MTN network.
32. Telkom cannot guarantee service to customers that utilize the SmartBroadband Wireless Uncapped All Hours & Business Hours offers beyond a fixed location and within the Telkom Mobile LTE TDD network footprint.
33. Existing Telkom consumer/mobile/SMBS customers may apply for the SmartBroadband Wireless Uncapped service. Existing SmartHome, SmartOffice and Fixed Line customers will not be able to migrate their current services to the SmartBroadband Wireless Uncapped service, but will be required to apply for the service as a new service.
34. Existing LTE subscribers that wish to migrate to the SmartBroadband Wireless Uncapped All Hours & Business Hours service can only do so by submitting their applications via the applicable sales channels.
35. Telkom shall endeavor to ensure that LTE coverage is available where Telkom stipulates it has LTE coverage. Telkom shall not, however, be held responsible for customers' failure to access the Internet in areas that are not eligible for the SmartBroadband Wireless Uncapped All Hours & Business Hours Wireless service.
36. Cancellations of existing LTE orders shall only take place once the customer has received his/her SmartBroadband Wireless Uncapped service having elected to migrate to this offer.
37. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and/or use of the service.
38. Subscribers on the SmartBroadband Wireless Uncapped All Hours & Business Hours service shall be able to purchase LTE/LTE-A Once-Off /Recurring data Bundles. In the case of the **All Hours** service the bundles can be utilized to improve speed once FUP is reached and in the case of the **Business Hours** service the bundle can be used to provide service between 5:01pm to 23:59:59am
39. The LTE/LTE-A Once-Off Data Bundles shall expire in 31 days from date of purchase. Inclusive data bundles allocated will expire at the end of the current calendar month.
40. Telkom's LTE network is supported on the 2300MHz TDD Radio frequency spectrum and the experience/speed may vary according to number of dependencies such as the wall thickness at your premises, the number of users on the base station, signal strength, terrain (line of sight to tower) and the type of service being accessed on the internet.
41. Standard Fair Usage Policy (FUP) applies across both the SmartBroadband Wireless Uncapped All Hours & Business Hours products whereby on the 1<sup>st</sup> of each month customers will receive 150 GB of data that allows for an *up to 10Mbps speed* and once the 150GB is depleted then an additional 50GB of data is provided at an *up to 4Mbps speed* and once the 50GB/4Mbps bundle has been depleted the service then provides uncapped data at an *up to 2Mbps speed* for the remainder of the month. Peer to peer and NNTP type protocols are further speed restricted.
42. The SmartBroadband Wireless All Hours & Business Hours products utilize a wireless radio network to provide Broadband service and as such no speeds are guaranteed and service is provided in a strict best effort manner. Factors such as those in point 40 above prevail.
43. The SmartBroadband Wireless Uncapped Business Hours product will provide service strictly between Midnight – 5:00 pm 7 days per week. The service will not operate from 5:01pm to 23:59:59am, the LTE/LTE-A Once-Off data bundles can be purchased to access service beyond the standard times of operation. LTE/LTE-A Once-Off bundles purchased to provide service and be utilized from 5:01pm to 23:59:59 am to allow internet access.
44. Prices are valid at date of print. E&OE.

**B. ACCEPTABLE USE POLICY:**

1. Telkom reserves the right to apply restrictions on an uncapped account if a customer's behavior is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
2. Examples of customer behavior which compromise Telkom's network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer and news server's protocols (NNTP). In the event of such behaviors, Telkom reserves the right to terminate the account of a SmartBroadband Uncapped Wireless customer whose usage is continuously affecting Telkom's network performance. This termination can be initiated by Telkom without warning to the customer.
3. The above controls will be implemented by Telkom in addition to those set out elsewhere in this AUP regarding unlawful behavior.

### **C. MIGRATION RULES:**

Customers as referred to in 33 and 34 above, are permitted to request a migration as set out below after 3-months within their 24-month contract.

#### **Upward Migrations**

1. An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package, during the fixed term portion of the agreement.
2. The subscriber may upward migrate without any penalties at any time during the fixed term agreement subject to the differences in the base subscription.
3. The subscribers shall retain accumulated deal allocations when doing an upward migration. Please note the following:

A: New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period. E.g. Migrate from Internet Saver 1 of 24 months in month 12 to SmartInternet Saver 2 of 24 Months, which means the contract continue from month 12 until month 24 of the new offer, thereafter it will continue a month to month basis.

B: When doing migrations from "Base-to-Deal" and "Deal-to-Deal" and "Deal-to-Base", the commitment period shall be set according to the new contract period and the associated terms and conditions.

C: Base refers to the offer or service that is not linked to a device and deal refers to the offer or service that is linked to a device

#### **Downward migrations**

1. A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package, during the fixed term portion of the agreement.
2. The Subscriber will be liable to pay an admin fee for a downward migration as per clause 4 below, which will be determined at the time of requesting the migration.
3. The Subscriber shall not retain accumulated deal allocations when doing a downward migration.
4. Should the subscriber wish to migrate to the SmartBroadband Wireless Uncapped All Hours & Business Hours offer from an offer with a higher monthly subscription than R899/R599 that will be allowed. The subscriber will need to sign a new 24-month contract for the SmartBroadband Wireless Uncapped All Hours & Business Hours service.
5. This is strictly subject to the coverage availability of the SmartBroadband Wireless Uncapped All Hours & Business Hours offers.
6. Telkom Mobile shall, as a downward migration fee, recover the difference in handset/router pricing between the original and the newly selected packages, as well as an administration fee. Please note the following:

A: New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period. This rule will not apply to SmartBroadband Wireless Uncapped All Hours & Business Hours LTE as there is no SIM Only offers.

B: When doing migrations from "Base-to-Deal" and "Deal-to-Deal" and "Deal-to-Base", the commitment period shall be set according to the new contract period and the associated terms and conditions

7. Discounts that are applicable in the existing products shall not be carried over to the new contract/commitment period.
  - Value added services (VAS) shall only be re-established on customer request and according to the eligibility of the new offering.
  - Customers choosing to migrate to either upward or downward prior to the expiration of the contract/commitment period shall be able to do so; however, admin fees and penalties shall apply where applicable.

#### **The following rules shall apply to existing Telkom mobile customers wishing to move to SmartBroadband Wireless Uncapped All Hours & Business Ho**

1. Existing LTE subscribers that wish to migrate to the SmartBroadband Wireless Uncapped All Hours & Business Hours service can only do so by submitting their applications via the applicable sales channel.
2. Existing LTE customers will be allowed to migrate to the uncapped Deal with SIM and LTE/LTE-A Huawei Router.

3. All existing SmartHome, SmartOffice and Fixed wireline customers shall not be allowed to migrate to the uncapped product, however they shall be allowed to apply for the SmartBroadband Wireless Uncapped All Hours & Business Hours service as a new service.
4. Normal cancellation and penalty rules shall apply for existing FMC and Fixed wireline customers that opt to cancel their existing FMC/Fixed services. Cancellation requests shall be channeled via normal cancellation channels and processes.
5. Should an FMC and/or Fixed wireline customer choose to keep their existing FMC and /or Fixed wireline services when signing up for the SmartBroadband Wireless Uncapped All Hours & Business Hours service, they shall receive two separate bills and shall maintain two separate account's.

**Early Terminations:**

1. Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry date.
2. The subscriber shall be liable to pay upon early termination or cancellation of the contract, where applicable, any associated costs such as administration charges, outstanding device costs, service charges etc.
3. The early termination/cancellations fee will be calculated at the time of requesting the early termination.

**Service Conversions:**

1. This refers to scenarios where subscriber wishes to change from the post-paid account to either a hybrid account or a pre-paid option.
2. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number as allocated to, or ported over by Telkom Mobile.
3. When a subscriber converts from a pre-paid product offering to a post-paid product offering, all free resources such as data deals, messaging deals shall be retained.
4. Upon sign-up and activation of a mobile contract, customers shall not be permitted to convert to another offering within a 3-month period.
5. Standard conversions rules shall apply pertaining to conversion of customers on a voice plan to a data plan and vice versa i.e. conversion from a SmartPlan 50 to a SmartInternet 2GB/ SmartInternet 5GB shall not be supported and vice versa.