

Telkom Terms and Conditions for SmartInternet/SmartInternet Promo Offers

1. Introduction

1.1 These terms and conditions, as amended by Telkom from time to time, are applicable to the provision and use of the Telkom Internet Service which is provided by Telkom to Customers. The Telkom Internet Service is provided by Telkom in terms of, and subject to:

- 1.1.1 The ECA;
- 1.1.2 Telkom's ECS license issued in terms of the ECA;
- 1.1.3 These terms and conditions;
- 1.1.4 The Telkom AUP

1.2 In these terms and conditions, unless inconsistent with or otherwise indicated by the context, the following words and terms shall have the meanings ascribed to them below: In the event of a conflict arising between the provisions of any of the above documents, the following order of precedence shall apply:

- 1.2.1 The provisions of the ECA shall first prevail; and thereafter
- 1.2.2 The provisions of Telkom's ECS license shall prevail; and thereafter
- 1.2.3 These terms and conditions shall apply; and thereafter
- 1.2.4 The provisions of the Telkom AUP shall apply

2. Interpretation

2.1.1 In these terms and conditions, unless inconsistent with or otherwise indicated by the context, the following words and terms shall have the meanings ascribed to them below

2.1.2 Activation: means the processes undertaken by Telkom to enable a Customer to access the Internet and send and receive data and electronic mail, by making use of the Telkom Internet Service;

2.1.3 Activation Date: means the date on which Activation takes place;

2.1.4 All Networks Internet Bundle means that the Internet bundle can be used to access data on Telkom mobile's and MTN's network.

2.1.5 AUP: means the Telkom Acceptable Use Policy located at <http://www.telkom.co.za/general/termsandconditions/index.html>

Telkom SA SOC Limited: Reg no 1991/005476/30

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- 2.1.6 Business Day: means any day between 07:00 and 16:30, other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 2.1.7 Cap: means a limit on the amount of Data Usage, measured in MB or GB, which the Customer can upload or download during a specific calendar month without having to purchase additional data, as determined by the terms of the Telkom Service;
- 2.1.8 Post-Paid Data: means an alternative Data Top-Up function whereby a Customer can consume out-of-bundle data which shall be charged for on the Customer's Telkom invoice;
- 2.1.9 Concurrent Session: means the existence of multiple open ports per username or account at any given time;
- 2.1.10 Customer: means a person who has applied for a Telkom Service and who receives such service from Telkom pursuant to an application, and shall also include an applicant for a Telkom Service;
- 2.1.11 Top-Up: means the additional amount of Data Usage which may be purchased by a Customer in respect of the Telkom Internet Service during a specific calendar month;
- 2.1.12 Data Usage: means the volume of electronic data that can be uploaded or downloaded by a Customer through the use of the Telkom Internet Service, measured in MB or GB;
- 2.1.13 ECA: means the Electronic Communications Act, 36 of 2005;
- 2.1.14 ECS: means Electronic Communications Service as defined in the ECA;
- 2.1.15 ECNS: means Electronic Communications Network Service as defined in the ECA;
- 2.1.16 GB: means gigabytes, which is the measurement of data transfer capacity, calculated as: 1024 x 1024 x 1024 bytes equals 1 GB;
- 2.1.17 MB: means megabyte, which is the measurement of data transfer capacity, calculated as: 1024 x 1024 bytes equals 1 MB;
- 2.1.18 MAC address – Stands for "Media Access Control Address," A MAC address is a hardware identification number that uniquely identifies each device on a network. The MAC address is manufactured into every network card, such as an Ethernet card or Wi-Fi card, and therefore cannot be changed
- 2.1.19 In-bundle; means usage, bandwidth or storage within a usage limit communicated to the customer in the product definition;
- 2.1.20 International Data: means data used to access international Internet protocol addresses;
- 2.1.21 IP Address: the Internet protocol address of a device connected to the Internet;

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- 2.1.22 SmartInternet means the inclusive Internet bundle of the offer can be used to access data on both Telkom mobile's and MTN's Network.
- 2.1.23 SmartInternet Promo means the inclusive Internet bundle of the offer can be used to access data only on Telkom mobile's 3G/LTE Network
- 2.1.24 SmartInternet Saver means the inclusive Internet bundle of the offer can be used to access data on both Telkom mobile's and MTN's Network. The out of bundle services e.g. SMS and Voice calls will be consumed from the airtime balance, thus subscribers must top up with airtime to consume out of bundle services e.g. SMS and voice calls
- 2.1.25 SmartInternet Saver Promo means the inclusive internet bundle of the offer can be used to access data only on Telkom mobile's 3G/LTE Network. The out of bundle services eg SMS and Voice calls will be consumed from the airtime balance, thus subscribers must top up with airtime to consume out of bundle services e.g. SMS and voice calls.
- 2.1.26 SmartInternet Unlimited is a capped throughput/speed unlimited Data offer which can be used on Telkom mobile's and MTN's Network
- 2.1.27 Out-of-bundle: means usage, bandwidth or storage usually metered outside of the usage limit communicated to the customer in the product definition. Out of bundle services may be subject to metering and charging specified in each product definition.
- 2.1.28 Telkom: means Telkom SA SOC Limited, a listed company duly incorporated in the Republic of South Africa, with registration number 1991/05476/06 and with its registered office at Telkom Towers North, 152 Johannes Ramokhoase (previously known as Proes) Street, Pretoria;
- 2.1.29 Telkom Service Charges: means the amount(s) levied for the provisioning of the Telkom Service;
- 2.1.30 Telkom Internet Bundle means a Telkom mobile Internet bundle that can be used to access data only on Telkom mobile's 3G/LTE network
- 2.1.31 Telkom Service: means a Telkom service consisting of those Telkom Internet Service Offerings as contained in the relevant application for such service and provided under and in terms of Telkom's ECS license and these terms and conditions;
- 2.1.32 Telkom Internet Service Offerings: means internet access, e-mail, domain name and web hosting services, provided by Telkom under and in terms of its ECS license and these terms and conditions;
- 2.1.33 Telkom Internet Website means the website with address <http://www.telkom.co.za>
- 2.1.34 Uncapped Internet Usage Product: means a service provided without a predetermined usage cap, subject to the Fair Usage Policy clause of the Telkom Acceptable Use Policy;

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- 2.1.35 Social Networking Services: refer to electronic social network platforms used to build relations among people who share interests and activities;
- 2.1.36 Night Surfer: refers to users who use the internet service between 00:00am and 07:00am
- 2.1.37 Instant Messaging (IM): Refers to real-time texting application and associated file transfers over the Internet
- 2.1.38 Add-on services: refer to services that you can purchase from Telkom in addition to your existing Data Bundles
- 2.1.39 Apps: means applications. Applications are a type of software that runs on the internet through devices such as computers, Apple TV and smart TV's. Examples of applications on these devices are Netflix, Hulu, YouTube, Skype etc
- 2.2 The clause headings in these terms and conditions are for the purpose of convenience only and shall not be taken into account in the interpretation of, nor modify, these terms and conditions. Unless inconsistent with, or a contrary intention clearly appears from the context, words importing any reference to a gender includes the other genders, any reference to the singular includes the plural and vice versa, and any reference to natural persons includes legal persons and vice versa.
- 2.3 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.4 Words and expressions defined in any clause or sub-clause shall, for the purposes of that clause or sub-clause, bear the meaning assigned to such words and expressions in that clause or sub-clause.
- 2.5 Where any period of days or Business Days is to be calculated from a particular day in terms of these terms and conditions, such period shall be calculated as excluding such particular day and commencing on and including the day or Business Day thereafter. If the aforesaid calculation pertains to days, and the last day falls on a day which is not a Business Day, the last day shall be the next succeeding Business Day.
- 2.6 No rule of construction shall be applied to the disadvantage of a party because that party was responsible for or participated in the preparation of these terms and conditions or any part of it.
- 3. Activation and Provisioning of the Telkom Internet Service**
- 3.1 Subject to clause 3.2 below, Telkom will activate the Telkom Internet Service on the date of application, unless a Customer requests a specific Activation Date.

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- 3.2 In the event that Telkom provides a Customer with an Activation Date as contemplated in clause 2.1.2 above and Activation does not take place by such Activation Date, Telkom shall not be liable for any damages, costs or expenses whatsoever incurred or suffered by a Customer or any third party as a result of any failure by Telkom to activate the Telkom Service by the Activation Date.
- 3.3 In the event that a Customer cancels his application for the Telkom Service before the Activation Date, the Customer shall be liable for any abortive costs.
- 3.4 Telkom shall not incur liability for any failure of a Customer to access his Telkom Internet account in the event that the Customer did not arrange for a suitable access medium.
- 3.5 The Customer shall be responsible for the provisioning, configuration and maintenance of all of the Customer's equipment, including (without limitation) computer hardware equipment, electronic communications equipment and modems necessary and required by the Customer to use the Telkom Internet Service, and specifically the installation of Internet security software.
- 3.6 The Customer shall bear sole responsibility for the installation of Internet security software.
- 3.7 The Telkom Internet Service is a best effort service and Telkom Internet shall not be held liable for temporary interruptions in the provision of the Telkom Internet Service.
- 4. Credit Checks and Customer Information**
- 4.1 When a Customer applies for the Telkom service, upon request by Telkom, the Customer will provide Telkom with the Customer's full names, identity number, residential, business and postal address, a certified copy of the Customer's identity document, a deposit or guarantee and, if the Customer is a legal entity, a certified copy of the Customer's business letterhead.
- 4.2 Subject to clauses 4.3, 4.4 and 4.5 below, a Customer's personal information shall be kept confidential.
- 4.3 Upon application by a Customer for the Telkom Service and / or at any time during the Customer's use of the Telkom Internet Service, Telkom reserves the right to verify a Customer's history with any credit bureau and to provide any of a Customer's personal information to a credit bureau for this purpose.
- 4.4 In the event of suspension of the Telkom Internet Service in terms of clause 12 or termination of the Telkom Internet Service in terms of clause 13 of these terms and conditions, Telkom reserves the right to use the Customer's personal information for purposes of collection of any / all outstanding monies due to Telkom.
- 4.5 Customer information may be used to send promotional material and for marketing and advertising purposes. The Customer may however opt out of this clause 4.5 at any time by giving Telkom written notice of his choice to opt out.

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5. General Terms and Conditions

5.1 Telkom subscriber terms and conditions apply (full details on <http://www.telkom.co.za/general/termsandconditions/index.html>)

5.2 RICA and the credit vetting process shall apply.

5.3 A SIM and connection fee shall apply

5.4 Offers are available at selected Telkom Direct Shops, Telkom mobile Flagship Stores and Telkom Express Stores, please click here for locations of stores <http://www.telkom.co.za/coverage/#stores>

5.5 Devices

a. A compatible 3G and LTE device is required to use Telkom mobile's 3G and LTE network respectively. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.

b. An LTE modem/router that is compatible with the 2300MHz band will be required for the subscriber that wishes to experience the LTE speeds on the Telkom mobile offers

c. 3G and LTE Data modems and routers that support download speeds of up to 7.2Mbps and up to 21Mbps will be available in store. The device speed has an impact on the network speed experienced by the subscriber.

5.6 Coverage

a. All Telkom mobile offers are LTE enabled thus can also be used in LTE network coverage to access Internet subject to using an LTE enabled device

b. LTE access is limited to availability of LTE network coverage visit the following site to check if you are in an LTE coverage <http://www.telkom.co.za/coverage/#lte%20>

c. Subscription to SmartInternet Promo offers and Telkom mobile Internet Bundles are subject to Telkom mobile's 3G/LTE network coverage and network availability. The service is a best-effort service and no guarantees are provided on availability or throughput

d. Telkom mobile shall endeavor to ascertain that 3G/LTE coverage is always available where Telkom mobile claims to have 3G/LTE coverage

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- 5.7 The inclusive data bundle for SmartInternet Promo and SmartInternet Saver Promo offers, Telkom mobile Internet bundles-Once-Off/Recurring and Telkom mobile Night Surfer Bundle can only be used to access data on Telkom mobile's Network. These Internet bundles cannot be used to access data on MTN's network and the subscriber must check that Telkom mobile's 3G/LTE network coverage is available where the data bundle will be used. To check where you can use the Telkom mobile inclusive data bundle, Telkom mobile Internet bundle-Once-Off/Recurring and Telkom mobile
- 5.8 If you are subscribed to the SmartInternet Promo offer and you do not have an All Networks Internet bundle Once-Off or Recurring bundle then the Out of Bundle rate of R0.30/MB will apply if you are connected to MTN's network
- 5.9 If you are subscribed to SmartInternet Saver Promo offer and you do not have an All Networks Internet bundle Once-Off or Recurring bundle then the Out of Bundle rate of R1.00/MB will apply if you are connected to MTN's network.
- 5.10 Telkom mobile shall not be held responsible for failure to access Internet at locations where Telkom mobile does not have coverage and the service experience may change from time to time.
- 5.11 The inclusive Internet bundle for SmartInternet and SmartInternet Saver offers, All Networks Internet Bundles- Once-Off/ Recurring can be used to access data on both Telkom mobile and MTN's networks.
- 5.12 Data balance of inclusive Internet bundles for SmartInternet, SmartInternet Promo, SmartInternet Saver and SmartInternet Saver Promo offers will not carry over to the following month but will expire at the end of the month
- 5.13 Telkom mobile and All Networks internet bundles – Once-Off and Recurring are valid until the end of the following calendar month from the date of activation.
- 5.14 The Telkom mobile's Night Surfer Internet Bundle can only be used to access data on Telkom mobile's network only between 12p.m. and 7a.m.
- 5.15 The out-of-bundle rate of R0.30 will apply for SmartInternet and SmartInternet Promo offers
- 5.16 The out-of-bundle rate of R1.00 will apply for SmartInternet Saver and SmartInternet Saver Promo offers.
- 5.17 SmartInternet Saver and SmartInternet Saver Promo subscribers similar to pre-paid subscribers must have minimum airtime balance to consume out of bundle data usage and services

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5.18 Prices include VAT. Normal voice services are enabled on data offers at R2, 75 per minute on a per second billing, with the exception of emergency services (10111, 10177 and 112) and helpdesk (081 183) which are free.

5.19 SMS is enabled for normal usage, notification and balance enquiry.

5.20 Free Wi-Fi

5.20.1 Contract subscribers will only qualify for Free Unlimited Wi-Fi every month if Free Unlimited Wi-Fi access is specified as a feature of the offer. Please visit the link <http://www.telkom.co.za/today/shop/wifi/> to check which offers have 10GB Free Unlimited Wi-Fi.

5.20.2 Free Unlimited Wi-Fi for qualifying offers or deals will be allocated as follows:

- a. Free Unlimited Wi-Fi with a Fair usage cap of 10GB per month shall apply. The Free Unlimited Speed shall be throttled to 128kbps if a subscriber reaches a data usage of 10GB via Wi-Fi access before end of the month. The speed shall be reset to normal speed at the beginning of each month
- b. Telkom mobile Wi-Fi Ad-hoc bundles can be purchased by dialing *180# or by accessing Self Service Portal at <http://www.telkom.co.za/today/mytelkom/>
- c. The following are the Telkom mobile Wi-Fi Ad hoc Bundles that shall be available for purchase by all Telkom mobile subscribers:
 - i. Telkom mobile Wi-Fi 30 minutes
 - ii. Telkom mobile Wi-Fi 60 minutes
- d. The Wi-Fi access countdown for the Telkom mobile Wi-Fi Adhoc Bundle shall commence once the Wi-Fi adhoc bundle is purchased and the countdown shall continue even though the end user has stopped accessing data via Telkom mobile's Wi-Fi network. The countdown shall continue until the 30 minutes or 60 minutes cap is reached, then the subscriber shall subsequently have no access to Wi-Fi and shall be disconnected. The subscriber shall be required to purchase another Telkom mobile Wi-Fi adhoc bundle to continue using the service
- e. Subscribers on Data offers which qualify for Free Unlimited Wi-Fi service can also link a MAC address of a secondary device e.g. laptop via Telkom mobile's Self Service Portal (<http://www.telkom.co.za/today/mytelkom/>)
- f.), to the Cellphone number that qualifies for Free Unlimited Wi-Fi. The linked device will be able to access Wi-Fi service. Only one device will be able to access data via Wi-Fi access at a time
- g. Wi-Fi access is limited to Telkom mobile Wi-Fi Hotspot areas.

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6. Migrations

6.1 Upward Migrations

An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher subscription than the existing package, during the fixed term portion of the agreement.

- a. The subscriber may upward migrate without any penalties at any time during the fixed term agreement.
The subscriber shall retain any balance of the Once-Off Internet bundles at time of upward migration.
- b. The subscriber shall continue with the existing contract agreement, and shall not be considered to have entered into a new contract agreement based on the migration request.
- c. Subscribers who are subscribed to old offers can migrate to the new broadband offers.
Upward migrations are limited to one instance per calendar month only

6.2 Downward migrations

A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower subscription than the existing package, during the fixed term portion of the agreement.

- a. The subscriber will be liable to pay a migration fee for a downward migration, which will be determined at the time of requesting the migration.
- b. The subscriber shall retain any balance of the Once-Off Internet bundles at time of downward migration.
- c. Telkom mobile shall, as a downward migration fee, recover the difference in handset subsidy between the original and the newly selected packages as well as a R400 incl. VAT administration fee.
- d. The subscriber shall continue with the existing agreement, and shall not be considered to have entered into a new agreement based on the migration request.

7. Early Terminations

Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry.

- a. The subscriber shall be liable to pay an early termination fee. The early termination fee will be calculated at the time of requesting the early termination.
- b. Telkom mobile shall, as an early termination fee, recover R800 administration fee and also recover the device subsidy for the remainder of the contract term.

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8. Service Conversions

This refers to scenarios where a subscriber wishes to change from a post-paid account to either a hybrid account or a pre-paid option.

- a. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number allocated to him, or ported over by Telkom mobile.

9. Telkom Service Charges

- 9.1 Telkom will levy Service Charges in accordance with the rates as determined by Telkom from time to time subject to Telkom's ECS license conditions, or any other applicable licenses, laws or regulations which may apply from time to time.
- 9.2 The Telkom Service Charges are available on the Telkom Internet Website and may be amended by Telkom from time to time.

10. Billing

- 10.1 Telkom will commence to bill a Customer for the Telkom Internet Service upon Activation.
- 10.2 Telkom will periodically provide a Customer, usually on a monthly basis, with an invoice for the amounts payable by the Customer in respect of the Telkom Internet Service rendered. The Customer remains liable for payment in respect of the aforementioned Telkom Internet Service, irrespective of whether an invoice has been received by the Customer.
- 10.3 Billing will not be effected on a pro rata basis in respect of any partial Data purchased by the Customer.
- 10.4 Upon Activation, a Customer will be billed for the full first month, irrespective of when in the particular month the Telkom Internet Service was activated, and thereafter on a monthly basis, if applicable.
- 10.5 Notwithstanding the provisions of clauses 10.3 and 10.4 above, Telkom may, at its own discretion, issue a Customer an account outside of the normal billing cycle, and/or demand immediate payment of any amounts due by a Customer.
- 10.6 An account rendered by Telkom to a Customer as contemplated in this clause 10 is prima facie proof of the amount due by the Customer to Telkom in respect of the Telkom Internet Service.

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11. Payments

- 11.1 A Customer is liable for the payment of all charges as reflected in the account rendered by Telkom from time to time (where applicable) in respect of the Telkom Internet Service.
- 11.2 In the event that the Customer receives an account, amounts are due and payable on or before the due date indicated on the account.
- 11.3 Any amount due by the Customer to Telkom not paid on or before the due date indicated on the account, shall bear interest at a rate not exceeding the maximum rate allowed by the National Credit Act 34 of 2005, compounded monthly, calculated from the date of issue of the account until date of actual payment.
- 11.4 Should either Party default on its obligations in terms of these terms and conditions, such defaulting Party shall be liable for all costs, including legal costs on an attorney and own client basis, as well as tracing costs and collection commission incurred by the aggrieved Party, in the enforcement of any obligations of the defaulting Party in terms of these terms and conditions.
- 11.5 Should the bank dishonour any payment offered by a Customer to Telkom mobile, Telkom shall be entitled, over and above the dishonoured payment as well as bank charges, to charge, and the Customer shall be obliged to pay, a reasonable administration fee.

12. Suspension of the Telkom Internet Service

- 12.1 Telkom may from time to time and with notice where possible, suspend the Telkom Service in any of the following circumstances:
- 12.1.1 Non-payment by a Customer of any fees due to Telkom for the Telkom Service or non-payment by a Customer of his Telkom telephone service;
- 12.1.2 During any technical failure, modification or maintenance of either the service or the equipment by means of which the Telkom Service is provided; or
- 12.1.3 If the customer
- a. Fails to comply with:
- I. Any of these terms and conditions (including failure to pay any charges due),
- II. The Telkom AUP

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- b. Does or allows to be done anything which, in Telkom's reasonable opinion, may have the effect of negatively affecting the operation of the Telkom network or the provision of services to the Customer or to any other Customer(s) of Telkom.
- 12.2 In the event that a Customer's Telkom Service is suspended in terms of clause 12.1.1 above, the Customer will be able to reconnect to the Telkom Service upon payment of a reconnection fee.
- 12.3 Notwithstanding any suspension of service under this clause 12, the Customer shall remain liable for all charges due in respect of the Telkom Internet Service throughout the period of suspension
- 12.4 The Customer indemnifies Telkom against any damage, loss, costs or claims which the Customer may suffer or incur arising from the suspension of the Telkom Internet Service.
- 13. Termination of the Telkom Internet Service**
- 13.1 Upon termination of the Telkom Internet Service, Telkom shall disconnect the Customer from Telkom's electronic communications networks.
- 13.2 After disconnection of the Customer as set out in clause 13.1 above, the Customer shall on demand pay all charges outstanding at the time of disconnection which may be charged by Telkom.
- 13.3 The Customer indemnifies Telkom against any damage, loss, costs or claims which Telkom may suffer or incur arising from the termination of the Telkom Internet Service.
- 14. Intellectual Property Rights**
- 14.1 Any intellectual property rights vesting in Telkom, whether by statute or common law, shall remain vested in Telkom and the Customer agrees not to do anything or allow anything to be done that may infringe Telkom's rights in this regard.
- 14.2 The Customer hereby indemnifies Telkom against any claims, actions and proceedings of whatsoever nature that may arise in connection with any intellectual property rights vesting in Telkom.
- 14.3 Should Telkom be required to develop any computer code, data, documents, presentations, solutions design, web site or any application, all intellectual property rights in and to such work shall vest exclusively in Telkom. To the extent that intellectual property rights in the work vests, for whatever reason, in the Customer, the Customer hereby agrees to assign all such intellectual property rights to Telkom, which hereby accepts such assignment.
- 14.4 The Customer shall not modify, reverse engineer or use any software, computer code, data, documents, presentations, solutions design, web site or any application licensed to it in terms of these terms and conditions to create a derivative work.

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15. Risk

The Customer subscribes to and uses the Telkom Internet Service at his own risk.

16. Excusable Events

Telkom shall not be liable to the Customer for any breach of the provisions of these terms and conditions or failure to perform any obligation as a result of any force majeure event, including but not limited to technical problems relating to Telkom's network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond Telkom's control.

17. Liability and Indemnity

17.1 Telkom assumes no responsibility for, and shall not attract any liability in respect of, the integrity, correctness, retention or content of information transported via its network.

17.2 In terms of condition 9 of its Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, Telkom shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the Customer or any third party may suffer, irrespective of when or how arising, specifically including (but not limited to) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, goodwill or any other form of consequential loss, arising from the provision and / or use of the Telkom Internet Service to the Customer, its employees, directors, agents and / or representatives.

17.3 In addition to what is set out in clause 17.1 and 17.2 above, the Customer shall and hereby does indemnify Telkom against:

17.3.1 Any damage, loss or liability of whatsoever nature arising from a breach of Telkom or the Customer's security measures, which may result in, inter alia, data theft, abuse of a Customer's e-mail account or the defacing of websites hosted by Telkom, any misuse of Telkom facilities or services and/or any act or omission of any other Customer of Telkom;

17.3.2 Any claim by any third party arising directly or indirectly out of or related to the Customer's access to or use of the Telkom Internet Service or any information or data obtained through such access or use.

17.4 Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of the Telkom's 3G/LTE service.

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*India

17.5 Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, and loss of information

18. **Whole Agreement**

18.1 These terms and conditions, read with Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, constitute the whole agreement between Telkom and the Customer relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

18.2 Subject to clause 18.1, the Telkom and the Customer agree that no other terms or conditions, whether oral or written, and whether express or implied, will apply hereto.

19. **Severability**

If any of the provisions or any portion of the provisions of these terms and conditions shall be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire terms and conditions, but rather the entire terms and conditions will be construed as if not containing the particular invalid or unenforceable provisions or portion thereof, and the rights or obligations of Telkom and the Customer will be construed and enforced accordingly.