

TELKOMINTERNET TERMS AND CONDITIONS

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 licence issued in terms of the ECA;
- 1.1.3 these terms and conditions;
- 1.1.4 the Telkom*Internet* AUP; and
- 1.1.5 the Telkom Telkom*Internet* Service Level Agreement.

1.2 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 licence shall prevail; and thereafter
- 1.2.3 the provisions of the Telkom*Internet* SLA shall apply; and thereafter
- 1.2.4 these terms and conditions shall apply; and thereafter
- 1.2.5 the provisions of the Telkom*Internet* AUP shall apply.

2. INTERPRETATION

2.1 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:

2.1.1 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;

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

2.1.3 AUP: means the Telkom*Internet* Acceptable Use Policy with website address <http://www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf>;

2.1.4 Blended Data: means data uploaded or downloaded to and from local as well as international IP Addresses;

2.1.5 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;

2.1.6 Cap: means a limit on the amount of Blended Data Usage, measured in 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*Internet* Service;

2.1.7 Cap Management: means an alternative Data Top-Up function whereby a Customer can set a higher Cap limit which shall be charged for on the Customer's Telkom invoice;

2.1.8 Concurrent Session: means the existence of multiple open ports per username or account at any given time;

2.1.9Customer: means a person who has applied for a Telkom*Internet* Service and who receives such service from Telkom pursuant to an application, but shall include an applicant for a Telkom*Internet* Service;

2.1.10Data 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;

2.1.11Data 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 GB;

2.1.12 ECA: means the Electronic Communications Act, 36 of 2005;

2.1.13 ECS: means Electronic Communications Service as defined in the ECA;

2.1.14 ECNS: means Electronic Communications Network Service as defined in the ECA;

2.1.15Local Data: means data uploaded and downloaded to and from local IP Addresses;

2.1.16GB: means gigabytes, which is the measurement of data transfer capacity, calculated as: 1024 x 1024 x 1024 bytes equals 1 GB;

2.1.17 In-bundle; means Data Usage included in a Customer's purchased package;

2.1.18International Data: means data used to access international Internet protocol addresses;

2.1.19 IP Address means the Internet protocol address of a device connected to the Internet;

2.1.20 Out-of-bundle: means Data Usage outside of a Customer's purchased package which shall be charged for separately;

2.1.21"Shaped Data" Means International Data in respect of which prioritisation is applied to protocols used over the Internet.

2.1.22Telkom: means Telkom Limited, a public 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 Proes Street, Pretoria;

2.1.23Telkom*Internet* Service Charges: means the amount(s) levied for the provisioning of the Telkom*Internet* Service;

2.1.24Telkom*Internet* 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 licence and these terms and conditions;

2.1.25Telkom*Internet* Service Offerings means internet access, e-mail, domain name and web hosting services, provided by Telkom under and in terms of its ECS licence and these terms and conditions;

2.1.26Telkom*Internet* SLA: means the Telkom*Internet* Service Agreement with web site address.

2.1.27Telkom*Internet* Website means the website with address www.telkomsa.net;

2.1.28 Uncapped Internet Service: means no predetermined Cap is applicable to the Data Usage package as selected by the Customer; and

2.1.29Unshaped Data: means Local and / or International Data in respect of which no prioritisation is applied to protocols used over the Internet.

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.

3.2 In the event that Telkom provides a Customer with an Activation Date as contemplated in clause 3.1 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*Internet* Service by the Activation Date.

3.3 In the event that a Customer cancels his application for the Telkom*Internet* 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*Internet* 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*Internet* 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.

5. TELKOMINTERNET SERVICE OFFERINGS

The different Telkom*Internet* Service Offerings and the relevant charges are set out on the Telkom*Internet* Website. The Telkom*Internet* Service Offerings and charges may be amended by Telkom from time to time.

5.1 Uncapped Internet Services

Telkom*Internet* Uncapped Internet Service offerings include Blended Data only. The mechanism to ensure that the impact on the quality and bandwidth pool is managed is presented by an Acceptable Use Policy (AUP).

5.2 Capped Internet Services

Internet access shall be made available subject to the Cap applicable to the relevant Telkom*Internet* Service as well as the considerations set out hereunder.

5.2.1 Local and International Data Usage

a) Subject to clause 5.2.2 below, Telkom*Internet* Capped Internet Service Offerings include Blended Data and Local Data.

b) Data Usage is calculated from the first to the last day of every calendar month.

c) Notwithstanding the contents of clause 5.2.1(a) above, a Customer can reach the Cap through Data Usage consisting of only Local Data, only International Data or Blended Data.

d) Subject to clause 5.2.2 below, once a Customer has reached the Cap, the Customer will no longer have access to International Data, but the Customer's access to Local Data will continue.

e) Local Data Usage as contemplated in clause 5.2.1(d) above is charged for per GB at the per GB charge, as amended by Telkom from time to time.

5.2.2 Internet access

a) When a Customer has reached the Cap, the Customer will not be able to use International Data, but will be able to use Local Data only, which will be charged for in accordance with clause 5.2.1(e) above.

- b) Should a Customer wish to access International Data after having reached the Cap as contemplated in clause 5.2.2(a) above, the Customer will need to purchase Data Top-Up, and will then need to disconnect from the Internet and re-establish an Internet connection in order to access International Data.
- c) Upon the next login after disconnection as set out in clause 5.2.2(b) above, Blended Data will again be used first and once the Customer has used the Blended Data, the Customer will be moved back to his or her available Local only Data.
- d) Data TopUp can be purchased in increments of 1 GB up to 99 GB per transaction. Telkom reserves the right to limit the number of transactions.
- e) Where the Telkom*Internet* Service consists of internet access by means of Shaped Data, the service can be topped up with additional Shaped Blended Data only, and where the Telkom*Internet* Service consists of internet access by means of Unshaped Data, the service can be topped up with additional Unshaped Blended Data only.
- f) Data Top-Up purchased in a particular month will be available in the same month of purchase only, and will be forfeited when the new calendar month starts. Data Top-Up purchased will therefore not be carried over from one month to the next.
- g) Data Top-Up purchased cannot be refunded or exchanged for cash.
- h) In the event that a Customer has paid for Data Top-Up but is unable to access or use the data due to any failure by Telkom in the provisioning of the Telkom*Internet* Service, Telkom shall not be liable for any damages or expenses of whatsoever nature and howsoever incurred by the Customer.

5.2.3 Cap Management

In the case of Cap Management:

- Cap Management can only be registered for and managed online by the Customer;
- Customer can set own Cap up to specified maximum limit as applicable;
- Such higher Cap limit shall be billed on the Customer's next Telkom invoice; and
- All data consumed Out-of-bundle will be charged per MB.

5.2.4 Monitoring Usage

a) Subject to clause 17.2 below, Telkom*Internet* provides the following measures to assist Customers to monitor their Data Usage:

- The Telkom*Internet* Website assists Customers to monitor their Local and Blended Data usage online.
- Telkom reports on a Customer's usage, and uses its best endeavours to update these reports at hourly intervals.
- A Customer may also subscribe to e-mail notifications from Telkom at selected intervals pertaining to Data Usage.
- A Customer may also request Telkom to impose a Cap in respect of the Customer's Local Data usage after the Customer has reached the Cap in respect of the Customer's

Blended Data Usage, and subscribe to a service in terms of which Telkom informs the Customer when he has reached the Cap in respect of such Local Data Usage.

- Telkom does not guarantee the efficiency of the measures available in this clause 5.2.4. The Customer remains responsible for monitoring and controlling his Data Usage and will be charged for all Data Usage which exceeds the Blended Data Cap.

5.3 Domain Name Services

5.3.1 A domain name registered by a Customer with Telkom is valid for a period of 12 (twelve) months from date of registration. Telkom shall renew the domain name on annual basis, unless the domain name is terminated by the Customer upon written notice to Telkom one month prior to renewal.

5.3.2 If payment for a domain name(s) has not been made within 30 (thirty) Business Days of the registration or renewal contemplated in clause 5.3.1 above, Telkom reserves the right, in its sole discretion and without any notice to the Customer, to deregister the domain name(s) and make it available for re-registration.

5.3.3 Should domain name(s) be terminated by Telkom or the Customer for any reason whatsoever, Telkom shall, without incurring any liability of whatever nature, be entitled to notify the relevant domain name administrator of such termination and to instruct the aforementioned domain name administrator to remove Telkom as the host of such domain name, allow the domain name(s) to terminate and not to renew the aforementioned domain name(s).

5.3.4 Registration, maintenance and transfer of a domain name(s) are subject to the terms and conditions of the relevant domain name administrator who allocates and governs such domain name(s), and Telkom cannot guarantee the registration of domain name(s) selected by Customer.

5.3.5 All domain names such as .co.za, .com, .net and related subdomains are subject to the terms and conditions of the relevant domain name administrator, as amended from time to time.

5.3.6 The Customer warrants that the use or registration of the domain name(s) does not interfere with, nor infringe, any trade mark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right of any third party.

5.3.7 In the event that any of the domain name administrator suspends, amends, or terminates its provision of a domain name(s), or any other aspect of its services upon which Telkom depends for the provision of domain name(s) to the Customer, Telkom will use reasonable endeavours to ensure the continuance of domain. In the event that Telkom is unable to ensure such continuance, Telkom shall be entitled to terminate domain name(s) with immediate effect in which event, Customer agrees that Telkom will not be liable to Customer or any other third party for any loss or damages as contemplated in clause 17.2 below.

5.3.8 Telkom reserves the right to change its domain name administrator from time to time.

5.4 E-MAIL ACCOUNTS

5.4.1 An e-mail address will be allocated by Telkom to a Customer upon the Activation Date.

5.4.2 The Customer will be responsible for activating his / her own e-mail address before it can be used.

5.4.3 Despite the fact that a Product Offering may indicate that more than one mailbox accompanies the offering the Customer must activate or de-activate as needed or required.

5.4.4 In the event that a Customer does not use his / her e-mail account for a period of four (4) months from the date on which the e-mail account was allocated to the Customer by

Telkom, the Customer's e-mail account will be de-activated and any data left within the account storage will be forfeited.

5.45 In the event of 5.4.4 above, Telkom will reserve the Customer's e-mail address for a period of eight (8) months following the date of deactivation. It will then be made available for the use by any other customer wishing to do so.

5.5 Web Hosting Services

Telkom will make available an amount of space on its web server for use by the Customer to host web-pages, in Telkom's sole discretion.

6. MIGRATION

6.1 Subject to clauses 6.2 and 17.2 below, Customers may migrate between different predefined packages of Data Usage as ordered by the Customer and made available by Telkom from time to time.

6.2 Any migration between such predefined packages of Data Usage must be done in accordance with the procedures determined by Telkom in this regard from time to time, as set out on the TelkomInternet Website.

6.3 Telkom shall not be liable for any consequences, including but not limited to any damages suffered or losses accrued by a Customer, whether direct or indirect, resulting from a decision by a Customer to migrate from one predefined Data Usage package to another.

7. CONCURRENCY

7.1 When a Customer purchases a Telkom*Internet* Service Offering, there is a maximum number of Concurrent Sessions associated with the particular Telkom*Internet* Service Offering, as set out on the Telkom*Internet* website.

7.2 The number of Concurrent Sessions per Telkom*Internet* Service offering may be amended by Telkom from time to time.

8. SUPPORT SERVICE

8.1 Telkom shall, as and when specifically requested to do so by the Customer, render such consultation and support services to the Customer pertaining to the identification and, if possible, solution of problems encountered by the Customer as regards the Telkom*Internet* Service rendered to it, as the Customer may request.

8.2 Telkom shall, as part of such service, attempt to identify the Customer's problem, but does not give any undertaking that it will be able to rectify all or any of the problems so identified.

8.3 The Customer shall render to Telkom, its agents, representatives and employees all necessary assistance to identify, locate and solve any problem encountered by the Customer.

8.4 Telkom does and shall not accept any responsibility or liability for any existing data on the Customer's equipment and shall specifically not be required to back-up any data before commencing any work in an attempt to assist the Customer.

8.5 The Customer hereby indemnifies and holds Telkom harmless against any cost, liability, loss or damage incurred or suffered by the Customer or by Telkom as a result of the loss of any such data as contemplated in clause 8.4 above, whether occasioned by any act or omission of Telkom, its representatives, agents or employees or otherwise.

9. TELKOMINTERNET SERVICE CHARGES

9.1 Telkom will levy Telkom*Internet* Service Charges in accordance with the rates as determined by Telkom from time to time subject to Telkom's ECS licence conditions, or any other applicable licences, laws or regulations which may apply from time to time.

9.2 The Telkom*Internet* 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, where applicable. The Customer remains liable for payment in respect 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.

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 A Customer 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 Telkom, in the enforcement of any obligations of the Customer in terms of these terms and conditions.

11.5 Should the bank dishonour any payment offered by a Customer to Telkom, 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 TELKOMINTERNET SERVICE

12.1 Telkom may from time to time and without notice suspend the Telkom*Internet* Service in any of the following circumstances:

12.1.1 non-payment by a Customer of any fees due to Telkom for the Telkom*Internet* 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*Internet* 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*Internet* AUP; or

iii) the Telkom*Internet* Service Level Agreement.

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*Internet* Service is suspended in terms of clause 12.1.1 above, the Customer will be able to reconnect to the Telkom*Internet* 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 TELKOMINTERNET 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 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.

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 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.

18. WHOLE AGREEMENT

18.1 These terms and conditions 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.

20. INDULGENCE AND RELAXATION

The failure by Telkom to enforce at any time any of the provisions of these terms and conditions or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of such a provision or be an estoppel or novation or in any way to affect the validity of such a provision. Any indulgence towards the Customer or the relaxing of these terms and conditions shall not prejudice the right of Telkom to insist on the strict compliance by the Customer of the Customer's undertakings and obligations in terms of these terms and conditions.

21. SOUTH AFRICAN LAW

These terms and conditions shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

22. CHANGES TO TELKOMINTERNET TERMS AND CONDITIONS

22.1 Telkom reserves the right to change any or all of these terms and conditions including (without limitation) the Telkom*Internet* Service Charges, at any time upon notice to the Customer. Any changes will become effective when Telkom publishes same on the Telkom*Internet* Website.

22.2 The Customer agrees to check the Telkom*Internet* Website periodically for changes. By continuing to use the Telkom*Internet* Service after Telkom effects the changes, the Customer agrees to be bound by the changes to these terms and conditions.