

## BizTalk (Wireless Access) Terms and Conditions

Abbreviations	
2G	Second Generation
3G	Third Generation
BAN	Billing Account Number
BRA	Basic Rate Access
CLI	Caller Line Identity
CPE	Customer Premises Equipment
DN	Directory Number
E&OE	Errors and Omissions Excepted
FLLA	Fixed Line Look-Alike
L&LD	Local and Long Distance
LTE	Long-Term Evolution
PIS	Put Into Service
PSB	Per Second Billing
PSTN	Public Switched Telephone Network
RICA	Regulation of Interception of Communications and Provision of Communication-Related Information Act
SIM	Subscriber Identification Module
SIO	Self-Installation Option
SIP	Session Initiation Protocol
SMS	Short Message Service
TDS	Telkom Direct Shop
VAS	Value Added Service
VAT	Value-Added Tax

1. Telkom's BizTalk (Wireless Access) service is available to Telkom Business customers only.
2. BizTalk (Wireless Access) service is not offered to Consumer and Wholesale customers.
3. This BizTalk (Wireless Access) service is available on post-paid basis only.
4. Existing Telkom Business customers may apply for the BizTalk (Wireless Access) service.
5. Existing Telkom Business customers on PSTN and BRA without number ranges services can be migrated to the BizTalk (Wireless Access) service.
6. The BizTalk (Wireless Access) service cannot be used together with any other calling or discount plans.
7. In the case of other fixed line contracts, as an example the BizTalk (Wired Access) calling plans, the customer will not be able transfer the contract of the BizTalk (Wired Access) service to the BizTalk (Wireless Access) service, but will be required to enter into a separate contract for the BizTalk (Wireless Access) service.
8. The BizTalk (Wireless Access) service can be provided as a new service via a SIO and migrations via a technical dispatch.
9. Customers that are unable to perform the SIO can contact the helpdesk at 10217 or opt for a Telkom technician or appointed contractor, to assist complete the installation.
10. Charges apply for a technical dispatch, except for migrations from other existing Telkom voice services as an example PSTN, FLLA and BRA (without number ranges).
11. An installation is deemed complete once the customer's BizTalk (Wireless Access) service is installed and is demonstrated to be functioning.

12. Telkom accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation or maintenance and/or use of the BizTalk (Wireless Access) service.
13. Subscription to the BizTalk (Wireless Access) service is subject to Telkom's standard terms and conditions (full details are available at: [www.telkom.co.za/terms](http://www.telkom.co.za/terms)), as well as the BizTalk (Wireless Access) service specific terms and conditions.
14. Telkom reserves the right to amend this service terms and conditions, from time to time.
15. Telkom will place the amended terms and conditions on the BizTalk (Wireless Access) web page, on the Telkom website at the following link: <http://www.telkom.co.za>, which will be deemed incorporated into the Agreement and bind the customer from the date that the amendment was listed on the abovementioned site.
16. Subscription to the BizTalk (Wireless Access) service, is subject to Telkom's LTE/3G network coverage and availability, which can be found on the Telkom website at the following link: <http://www.telkom.co.za/coverage/index.html>
17. The BizTalk (Wireless Access) calling plans are available on a DN level as an example (012 311 0000), and not a BAN level.
18. Credit vetting shall apply.
19. All SIM's must undergo the RICA process as a pre-cursor to the provision of the service.
20. Subscription to the BizTalk (Wireless Access) service is subject to the signing of a 24-month contract.
21. The customer must be able to access the internet to configure and validate the details on the Telkom.co.za and Service Portals, for subscription to the BizTalk (Wireless Access) service.
22. It is the customer's responsibility to ensure that any usernames and passwords used for the BizTalk (Wireless Access) service are kept safely and securely.
23. The customer must have a valid, functional e-mail address and/or capability for receiving an SMS for the receipt of the service information. SMS is a text messaging service component of phone, Web, or mobile communication systems.
24. The customer that is applying, signing and/or confirming the acceptance of the BizTalk (Wireless Access) service must ensure that he/she is present at the address where the service is required, to ensure that the relevant service username and passwords are entered correctly by the customer, should a technical dispatch be warranted or requested. Failure to do so may result in an unnecessary call out charge. Telkom will confirm the appointment prior to a technical dispatch.
25. The customer must complete the online activation process within seven (7) days after receiving confirmation that the SIO can be completed, where after the BizTalk (Wireless Access) service will be PIS and billing will commence.
26. The BizTalk (Wireless Access) service will alternatively be PIS, after the SIP Username and Password has been entered and confirmed, by the relevant parties, on the service portal, where after billing will commence.
27. Telkom cannot guarantee the provision of the requested service upon the receipt of a telephonic or electronic order, and the customer will be formally notified after receipt of an order, on whether or not the BizTalk (Wireless Access) service can be provided.
28. Once a service is migrated to the BizTalk (Wireless Access) service, it will not be converted back to the original technology, if the original technology is no longer available or is due to become obsolete or discontinued.
29. All prices include VAT.
30. Prices are valid at date of print. E&OE
31. No discounts are allowed on the BizTalk (Wireless Access) service.
32. During migrations from existing Telkom services/products to the BizTalk (Wireless Access) service, discounts that may be applicable on the existing Telkom services/products, shall not be carried over to the new BizTalk (Wireless Access) service.
33. Telkom reserves the right to increase the prices of these calling plans, from time to time and during the annual tariff increase.
34. The customer will pay all applicable charges for Telkom's BizTalk (Wireless Access) service, including out of bundle usage and call tariffs charges, any additional services, or optional VAS related to the Telkom BizTalk (Wireless Access) service.
35. Any applicable billing in terms of, monthly subscription, out of bundle usage charges, any additional services and optional VAS related to the BizTalk (Wireless Access) service for the duration of the subscription period will start after the SIO is completed or after seven (7) days

of receiving the confirmation that the SIO can be completed or after the technical assisted installation is completed.

36. L&LD "Inclusive minutes" are allocated separately to the Fixed to Mobile free minutes i.e. there are two (2) sets of "Inclusive minutes" i.e. L&LD combined and then also free Fixed to Mobile minutes.
37. Once the inclusive free minutes have been fully utilised, pure per second billing will apply to the out of bundle L&LD and Fixed to Mobile calls, at a rate of R0,79 on a PSB basis.
38. Calls to other fixed operators and calls to certain International destinations (Canada, Canada Mobile, United States of America, United States of America Mobile, Singapore, Singapore Mobile, Belgium, France, New Zealand, Greece, Australia, Italy, Switzerland, Netherlands, United Kingdom) do not get free minutes, however these calls will be charged at a rate of R0,79 on a PSB basis with no minimum charge.  
Note: The billing methodology and rates of all other call types remain unchanged.
39. If only the Fixed to Mobile minutes are fully utilised, only Fixed to Mobile calls will go out of bundle i.e. the customer will still be able to use the remaining L&LD minutes, and vice versa.
40. The inclusive minutes will apply to L&LD and Fixed to Mobile calls during Peak and Off-Peak Time. Minutes are allocated on a 'use it or lose it' basis. Unused minutes during a bill cycle are not transferable between the BizTalk (Wireless Access) calling plans. The inclusive L&LD minutes apply only to calls made to telephone numbers on Telkom's network.
41. No carryover of inclusive minutes to the following billing cycle shall apply to the BizTalk (Wireless Access) service, and all-inclusive benefits shall reset at the beginning of each billing cycle.
42. The following call types will be excluded from the FREE bundled minutes: Premium rated calls (0862, 0865, 0866 and 0867), Teleconference; Operated-assisted calls; Service calls (including calls like auto Complete when using 1023 directory Services/Yellow Pages, RingBack or Collect Calls); WorldCall; SmartAccess; Telkom SupremeCall, Public PayPhones.
43. The BizTalk (Wireless Access) service cannot be used in combination with other Telkom calling plans. It also excludes the following calls and customers:
  - a. Residential customers
  - b. Prepaid Fone customers
  - c. Telkom Supreme Call customers
  - d. ISDN customers
  - e. World Call customers
  - f. Xtra Time customers
  - g. Silver Line customers
  - h. Infnit Call customers
  - i. Surfmore customers
  - j. Customers connected to manual exchanges
  - k. Public and Private Payphone
44. No international roaming is allowed on the BizTalk (Wireless Access) service.
45. The BizTalk (Wireless Access) service is provided on a best effort basis and the customers experience may vary depending, as an example on the wall thickness at the customer's premises.
46. 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 experience or the performance of Telkom systems or networks. In such instance, Telkom reserves the right to limit such activities should the need arise.
47. 2G failover will not be supported as the BizTalk (Wireless Access) service is a fixed wireless service, and shall be limited to Telkom's fixed wireless LTE/3G network.
48. Telkom shall endeavour to ensure that LTE/3G coverage is available where Telkom stipulates it has LTE/3G coverage. Telkom shall not however be held responsible for the customer's failure to access the BizTalk (Wireless Access) service in areas that are not eligible for the BizTalk (Wireless Access) service.

49. Month-to-month billing applies when the 24 month contract period expires.
50. In the case of early termination/cancellation of the contract, a system generated penalty of 10% of the monthly subscription fees multiplied over the remainder of the contract period will be charged.
51. Early termination/cancellation refer to scenarios where the customer wishes to terminate/cancel the agreement prior to the agreement expiry date.
52. The early termination/cancellation fee will be calculated at the time of requesting the early termination.
53. Customers may migrate either upward or downward prior to the expiration of the contract period.
54. A downward migration refers to the scenario when the customer wishes to move to a calling plan of a lower base subscription than the existing calling plan, during the fixed term portion of the agreement.
55. An upward migration refers to the scenario when the customer wishes to move to a calling plan of a higher base subscription than the existing calling plan, during the fixed term portion of the agreement.  
The customer may downward migrate between the BizTalk (Wireless Access) calling plans without any penalties at any time during the fixed term agreement, however the customer must sign a new term contract for the new BizTalk (Wireless Access) calling plan. The customer will not qualify for a new CPE. Any unused minutes are not transferable to the new BizTalk (Wireless Access) calling plan.
56. The customer may upward migrate between the BizTalk (Wireless Access) calling plans without any penalties at any time during the fixed term of the agreement, however the customer must sign a new term contract for the new Telkom BizTalk (Wireless Access) calling plan. The customer will not qualify for a new CPE. Any unused minutes are not transferable to the new Telkom BizTalk (Wireless Access) calling plan.
57. If an existing BizTalk (Wireless Access) customer relocates, they do not qualify for free installation via technical dispatch at the new address. The customer can perform a SIO or request a technical dispatch at an additional cost to the customer
58. Where a customer opts to transfer the BizTalk (Wireless Access) service, and Telkom is able to perform the transfer, no penalty will apply. If Telkom is unable to perform the transfer, no penalties will apply. The customer can alternatively migrate to a service that has coverage at the new business address.
59. Customers will receive a free SIM card and CPE for the BizTalk (Wireless Access) service
60. Only one (1) free CPE is supplied per BizTalk (Wireless Access) service.
61. The CPE is covered by a 24-month carry in warranty.
62. The above warranty will only be honored by Telkom provided that the CPE and all its components are returned in its originally packaged condition and it is determined/proven as reasonably possible that the CPE has not been damaged by lightening, power surges, other acts of nature, or maliciously, either intentionally or unintentionally.
63. Where the customer wishes to upgrade the modem on the BizTalk (Wireless Access) service, before 24 months has lapsed, a system generated penalty of 10% of the monthly subscription fees multiplied over the remainder of the contract period will be charged. The customer will be required to sign up for a new 24 month contract that includes the upgraded modem.
64. After the contractual period has ended, if the customer wishes to receive a new free CPE, a new contractual agreement must be entered into. The CPE can delivered via Telkom Delivery for applications via the call centre, or to be collected at the nearest TDS for applications via a TDS.
65. The BizTalk (Wireless Access) service SIM card 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.

66. The BizTalk (Wireless Access) service SIM card shall only be used on the device provided as part of the deal on the 24 month contract except in such instances as the device is under repair or being replaced by Telkom and is substituted by another similar Telkom device.
67. Value added service conditions will apply as per packaged VAS's and individual product where applicable.
68. Other optional VAS that are not compatible with the VAS's included in BizTalk (Wireless Access) service calling plans, will not be available on the BizTalk (Wireless Access) service.
69. If the customer has a Smart Access number and wants to migrate to the BizTalk (Wireless Access) service with the Smart Access number, the customer may do so.
70. MaxiCall is not included in the new BizTalk (Wireless Access) service calling plans.
71. Call waiting tones interrupt the transmission or receipt of faxes, and should be de-activated on the BizTalk (Wireless Access) service, when the service is used for faxing.
72. The customer will need a tone-dialling analogue device (fax machine/telephone) to be able to activate these value added services
73. The customer will need a CLI enabled analogue device (fax machine/telephone) to be able to share in all the benefits of the BizTalk (Wireless Access) CLI value added service.
74. Customers who use Forward Call will be charged for the diverted portion of calls received.
75. The BizTalk (Wireless Access) service is a fixed wireless service and customers will be provided and required to use the service at the location of the physical address as supplied during the application process, through which Telkom is making this offer available. Emergency calling and location based services cannot be supported if this condition is not met.
76. The BizTalk (Wireless Access) service may be affected by power disruptions, internet connection failures and bandwidth availability. Therefore emergency calling and location based services cannot be supported under any of these conditions.
77. The user experience may be affected when the customer uses the additional "Add On" data bundle/package together with the BizTalk (Wireless Access) service, during downloading of data files, browsing, live streaming etc.
78. Additional data bundles individual rules will apply.
79. 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 standards.
80. Telkom reserves the right to suspend/terminate the BizTalk (Wireless Access) service when any fraudulent activity is suspected to have occurred in the use of the BizTalk (Wireless Access) service.
81. The BizTalk (Wireless Access) service will be available through Telkom's online channel, TDS, outbound and inbound contact/call centres, sales agents.

**Telkom**