

## Telkom Data On the Go Terms and Conditions

### Definitions:

**Telkom Data On the Go:** Is a Telkom Network Only Data plan which can be subscribed to on a 24-month contract with a device or on a month to month SIM only contract. The service is also available as a Hybrid or TopUp Data plan.

The inclusive data bundled with the Telkom Data On the Go offer ONLY works on Telkom Mobile Network and is not for use on MTN network as the service doesn't roam on the MTN network.

**Once-off Data Bundle:** Once-off data bundles are ad-hoc data bundles available to Telkom Data On the Go subscribers to purchase once their inclusive data has been used. This can be purchased via the USSD menu \*180# options, the Telkom App and the Self- Service Portal

**Recurring Data Bundle:** Recurring data bundles are available to Telkom Data On the Go subscribers to purchase and are provisioned as a recurring monthly allocation at the beginning of every calendar month. These can be purchased via Telkom Stores or Call Centre.

### General Terms and Conditions:

1. Telkom Standard Terms and Conditions apply (full details may be accessed at [www.telkom.co.za](http://www.telkom.co.za)).
2. Telkom reserves the right to amend this offerings terms and conditions, from time to time. Such amendments will be placed on Telkom's website at the following link: <http://www.telkom.co.za>; 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. The service application process will only commence on the presentation of necessary supportive documentation (i.e. your ID, proof of residence, bank statements etc) and subject to a favourable credit vetting outcome.
4. All prospective subscribers shall undergo a credit vetting process before provisioning of Telkom's data offers.
5. RICA process shall apply.
6. A SIM and connection fee shall apply if stipulated as a requirement.
7. Subscription to Telkom Data On the Go plans are subject to Telkom's network coverage availability and is a best-effort service with no guarantees provided on availability or throughput.
8. The inclusive data bundled with Telkom Data On the Go will not roam on the MTN network and Telkom shall not be held responsible for customers' failure to access the internet in areas where Telkom coverage does not exist. To confirm Telkom coverage please visit - <http://www.telkom.co.za/coverage/>
9. Night Surfer data does not form part of the Telkom Data On the Go offer.

10. The inclusive data on the Telkom Data On the plans will have a validity period of two calendar months.  
i.e. The inclusive data allocated to your Telkom Data On the Go plan on the 1<sup>st</sup> August will expire on the 30<sup>th</sup> September.
11. Unused inclusive data on Telkom Data On the Go plans shall be rolled over to the end of the next calendar month. Rolled over Data will be depleted first before the newly allotted inclusive data is used.  
i.e. If you are subscribed to a Telkom Data On the Go 10GB plan and have only utilised 6GB of your inclusive data. The remaining 4GB unused data shall be carried over to the following month. The 4GB will be consumed and depleted first before the new allotment of 10GB is utilised.
12. Telkom Data On the Go subscribers may consume out of bundle data usage and services out of their credit limit once they have consumed and depleted the free resources within the month.
13. The standard out of bundle data rate of R0.30 per MB shall apply.
14. Telkom Data On the Go subscribers will also have the option of purchasing additional Telkom Data On the Go Once-Off and Recurring data bundles once their inclusive data has been depleted. These bundles will also only work on the Telkom Network.
15. The validity period of the Once-off adhoc data bundles will be the current month plus an additional two consecutive months.  
i.e. A Once-off 5GB Telkom Data On the Go bundle purchased on the 20<sup>th</sup> August will expire on the 31<sup>st</sup> October.
16. The validity period of the Recurring data bundles will be the current month plus two additional consecutive months.  
i.e. A Recurring 5GB Telkom Data On the Go bundle which is allocated on the 1<sup>st</sup> August will expire on the 31<sup>st</sup> October.
17. Prices include VAT. Normal voice service calls are enabled on data offers at R2,77 per minute on a per second billing, except for Telkom Mobile-to-Telkom Mobile/Telkom Fixed calls and the emergency service calls (10111, 10177 and 112) and helpdesk (081 180) which are free.
18. SMS is enabled for normal usage, notification and balance enquiry with this service. Standard SMS rate of R0.50 per SMS will apply.
19. Telkom Data On the Go subscribers will qualify for Free Unlimited Wi-Fi every month.
20. Free Unlimited Wi-Fi will be allocated as follows: 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.
21. Wi-Fi access is limited to Telkom Mobile Wi-Fi hotspot areas.
22. 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 this service.
23. Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorized or unauthorized, resulting from virus attacks, security vulnerabilities or loss of information.
24. A compatible device is required to use Telkom's Data On the Go service. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.

## Migration Rules

Customers are permitted to request a migration after being 3 months into their contract

### 1. Upward Migrations

An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher subscription fee 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 subjected to the differences in the base subscription.
- b) The subscribers shall retain accumulated deal allocations when doing an upward migration.
- c) Subscribers who are subscribed to old offers can migrate to the new data offers.
- d) When migrating 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.
- e) 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.
- f) Upward migrations are limited to one instance per calendar month only.

### 2. Downward Migrations

A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower subscription fee 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 shall, as a downward migration fee, recover the difference in device pricing between the original and the newly selected packages as well as a R400 administration fee.
- d) When migrating 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.

### Early Terminations:

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

1. 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.
2. Telkom shall, as an early termination fee, recover an R800 administration fee and also recover the device subsidy for the remainder of the contract term.

### Service Conversions:

1. This refers to scenarios where a subscriber wishes to change from a Post-Paid account to either a Hybrid/Top-up account or a Prepaid option.
2. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number allocated to him/her, or ported over by Telkom.