

## **A. Terms and Conditions for Double data LTE/LTE-A once-off Bundles**

1. Telkom Standard Terms and Conditions apply (full details may be accessible 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. Telkom will place the amended terms and conditions 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. RICA shall apply
4. Double data LTE/LTE-A once-off bundles shall be available for purchase as once-off bundles by SmartBroadband Wireless Prepaid subscribers, and existing post-paid subscribers which are: SmartBroadband Wireless, SmartBroadband Wireless LTE-A and SmartBroadband Uncapped Wireless subscribers only.
5. Under no circumstances whatsoever may any other Telkom Mobile product, besides those listed in point 4 above, be used in conjunction with the LTE Pre-Paid bundles.
6. Purchasing of double data LTE/LTE-A once-off bundles/SmartBroadband Wireless Prepaid and using the bundles is subject to the availability of LTE network coverage within the specified location and the subscriber will not be able to roam on MTN's 3G network. A sales agent will be able to assist you with checking if your address is within LTE network coverage range. Alternatively, you can verify same online at: <http://www.telkom.co.za/coverage/>, or send an SMS with your address to: 43482.
7. The double data LTE/LTE-A once-off bundles/SmartBroadband Wireless Prepaid is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate or move to a different address, Telkom cannot guarantee and / or be held liable for lack of network coverage, reliability and throughput outside its specified LTE coverage areas
8. Should a subscriber use the SmartBroadband Wireless Prepaid service for mobility purposes Telkom shall not be held liable for lack of LTE coverage or throughput outside of its LTE coverage areas.
9. Telkom shall endeavour 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 within Telkom's LTE and/ or 3G coverage.
10. The double data LTE/LTE-A once-off bundles shall be supported on Telkom Mobile's 2300MHz and 1800MHz LTE/LTE-A network only with failover support to Telkom Mobile's 3G network.
11. The double data LTE/LTE-A once-off bundles shall have Anytime data and Night Surfer Data, which shall be valid between 12am – 7am.
12. Double data LTE/LTE-A Once-off bundles will expire 31 days from the date of activation.
13. There is no limit to the number of double data LTE/LTE-A Once-Off bundles that a subscriber can purchase in a month and FIFO shall apply to the order of consumption.
14. SmartBroadband Wireless post-paid customer who purchases the Once-Off LTE/LTE-A bundles (which expired in 31 days) in the middle of the month, if not completely utilized the remainder of the data bundle will carry over into the next month and expire on the set expiry date.
15. SmartBroadband Wireless post-paid customer at the beginning of the new month, shall be allocated the inclusive data which is anytime and night surfer. The inclusive allocated data will always be the primary bundle that will be consumed first and there-after the remainder of the data bundle carried over of LTE/LTE-A Once-Off bundle if applicable.
16. No modems will be bundled with the double data LTE/LTE-A Once-off bundles and subscribers will have the freedom to use existing modems or buy a modem that suits their needs.

17. A compatible device is required to use SmartBroadband Wireless Prepaid services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device and the capability of the Telkom Mobile LTE/3G network at any given point in time.
18. Unused data will not be carried over into the next month.
19. A flat rate of R 2.75 on per second billing basis will apply for any voice call on SmartBroadband Wireless service, with exception of emergency services (10111, 10177 and 112) and Telkom helpdesk 081 180 which are free from a Telkom Mobile SIM card.
20. SMS is enabled for normal usage, notification and balance enquiry.
21. SMS charge is set at 50c/SMS and MMS charge is set at 50c/MMS.
22. The out-of-bundle data rate of R0.29 per megabyte shall apply.
23. The service is a best-effort service and no guarantees are provided on availability or throughput.
24. 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 service.
25. 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.
26. All prices include VAT.
27. Prices are valid at date of print. E&OE.

## **B. Migration to SmartBroadband Wireless Prepaid**

1. A customer who migrates from any prepaid tariff plan to the new LTE prepaid tariff plan shall be notified before confirming migration they will be able to migrate back to another prepaid plan.
2. The customer shall be able to migrate via USSD and via CRM through the Telkom Stores.
3. Current SmartBroadband Wireless, Smart Broadband Wireless LTE-A and SmartBroadband Uncapped Wireless subscribers will be able to effect a replace offer to the SmartBroadband Wireless Prepaid plan once their contract have come to an end if they don't want to do an upgrade or renew their contracts.
4. Customers on the SmartBroadband Wireless Prepaid plan should be able to effect a replace offer to a 24 month or month to month contract on SmartBroadband Wireless, Smart Broadband Wireless LTE-A and SmartBroadband Uncapped Wireless plans.

## **C. 500GB SmartBroadband Night Surfer**

1. The 500GB SmartBroadband Wireless Night Surfer once-off and recurring bundles shall be available to be purchased by SmartBroadband Wireless and Smart Broadband Wireless LTE-A subscribers only, excluding the SmartBroadband Uncapped wireless.
2. The 500GB SmartBroadband Wireless Night Surfer once-off bundles shall be available to be purchased by SmartBroadband Wireless Prepaid subscribers as well.
3. The SmartBroadband Wireless 500GB Night Surfer bundle shall be supported on Telkom Mobile's 2300MHz and 1800MHz LTE/LTE-A network only with failover support to Telkom Mobile's 3G network.
4. The 500GB SmartBroadband Wireless Night Surfer bundle shall be valid for 31 days.
5. The SmartBroadband Wireless Night Surfer bundles are only available to be used between 12am to 7 am.
6. Telkom reserve the right to remove the SmartBroadband Wireless 500 GB Night Surfer bundles from its product offering at any time and without prior warning.