

## Telkom Product Terms and Conditions

### The new Generation FreeMe Postpaid and TopUp

1. Telkom Mobile Standard Terms and Conditions apply (full details can be found on <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>). The new generation FreeMe services subscribed to under a company or business name from Telkom Mobile will also be subject to these business product-specific terms and conditions.
2. The new FreeMe Postpaid and TopUp product offering will be available as a new contract with a device or on a SIM-only plan (no device included) on a month to month plan. Once the contract has matured, the service shall continue to run month-to-month until such time the customer decides to renew, migrate, convert or terminate the service.
3. At the time of maturity of the contract (or applicable promotional period) any additional promotional data, minutes, discounts added to the contract will expire and the customer will be charged the SIM Only standard plan on a month to month rate.
4. The existing Telkom Mobile conversion, migration and termination business rules apply. Customers cannot migrate from the new generation FreeMe plans to the old FreeMe or any earlier legacy plans previously offered by Telkom from the date that the new generation FreeMe is introduced to the market.
5. This offer is available to all new and existing Telkom Consumer and Business customers and supports mobile number port-in.
6. Functionality such as Port-In shall be available to customer taking up either the generation FreeMe Postpaid or TopUp plans.
7. All International Roaming and International calling rates, as currently in use, shall remain in place for the new generation FreeMe Postpaid and TopUp plans.
8. The new FreeMe Postpaid subscribers shall be directed to an out-of-bundle page once the inclusive Data bundle has been depleted, notifications shall be sent for Data bundle depletion. The subscriber shall select an option to either go out-of-bundle or purchase a data bundle.
9. All available Value-Added Services such as (FreeMe Bundle, FreeMe Promo Voice Bundle, Social Bundle, Data Bundle, Voice Bundle, SMS Bundle and LIT Bundle) shall remain in place for customers to purchase using self-service.
10. Functionalities such as Call Forward, Call Waiting, Call Barring, Airtime Transfer, Data Transfer, remains in place for the new generation FreeMe Postpaid and TopUp plans.

11. All current Voice Bundles available on USSD self-service shall be available to the new generation FreeMe Postpaid, TopUp and Legacy Plans.
12. FreeMe calls to Telkom Fixed and Telkom Mobile (On-network) numbers exclude calls to Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g. 0862, 0861, 0860). All non-geographic numbers to other operators shall further be excluded from the FreeMe Telkom call benefit.
13. On-network calling will consume from On-network minutes first, once depleted on-networking calls will consume from All-network calling. Once All-network minutes are depleted, On-network calling will be charged at an applicable Voice rate of R0.70 on per second billing.
14. All-Network calling will include numbers that are serviced by National Mobile Operators and Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g. 0862, 0861, 0860). Telkom shall not be liable for charges incurred where the subscriber dials non qualifying numbers. Any other number, be it a premium rated, international and unknown number is excluded from the product.
15. Calls to Value Added Network Services licensees (hereinafter referred to as "VANS") are included in All-network calling. Telkom reserves the right to charge for VoIP calls on selected price plans at applicable out-of-bundle rates if abuse and/ or international bypass is detected.
16. All-network calling will consume from All-network minutes first, once depleted All-network calling will be charged at an applicable Voice rate of R0.70 on per second billing.
17. Multi-SIM functionality will be made available to the new generation FreeMe Postpaid plans. Multi-SIM functionality is not permitted on the generate FreeMe TopUp plans.
18. Data for WhatsApp and Telegram include Data used on WhatsApp, Telegram & Viber calling and texting. Once Data for WhatsApp and Telegram is depleted, the customer will consume from normal data or shall be charged at applicable out-of-bundle data rate R0.30 per MB. Notifications shall be sent to customers when Data for WhatsApp and Telegram has been depleted.
19. Data for Streaming shall be used across Telkom content partners for both video and music. The Telkom content partners include YouTube, DStv Now, Showmax, Netflix SA, Google Play Movies, Google Play Music, Simfy Africa and Apple Music. Once Streaming Data is depleted, the customer will consume from normal data or shall be charged at applicable out-of-bundle data rate R0.30 per MB. Notifications shall be sent to customers when Data for Streaming has been depleted.
20. The daily Balance Enquiry requests via \*188# on the Mobile Postpaid and TopUp plans shall be limited to five (5) requests per day.
21. Usage notifications on mobile plans shall be sent to customers via SMS at 50%, 80% and 100% thresholds for all different Voice, SMS and Data allocations.
22. The FreeMe-Unlimited Data benefit is governed by a Fair Usage Policy (FUP) of 30GB per month. The speed shall be throttled to 128kbps if a subscriber reaches a data usage soft cap of 30GB before the end of the month. The speed shall be reset to normal speed at the beginning of each calendar month, alternatively, subscribers can purchase once-off or recurring data bundles.
23. All data traffic on FreeMe-Unlimited that directs toward Peer-to-Peer sites or uses torrent applications will automatically be throttled to 128kbps upload and 128kbps download
24. The new FreeMe benefits may only be used for private and personal use and cannot be used for commercial purposes. This offer is only applicable for person-to-person usage and the SIM associated with a FreeMe

product shall not be used for purposes of least cost routing, server hosting, Internet cafés, Wi-Fi hotspots, international bypasses, payphones or call centres. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom Mobile shall have the right to immediately suspend the services.

25. Telkom will regard the exceptions mentioned in 22. above as fraudulent activity and suspend the service immediately pending an investigation. (Note: Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected).
26. Telkom reserves the right at any time to terminate this offer without prior notification.
27. Telkom reserves the right to change the terms and conditions where necessary. Telkom shall be entitled to adjust the charges levied to a Customer from time-to-time as determined by Telkom, including but not limited to charges reflected under the Contract Tariff Plan(s) within a contract period i.e., fixed term agreement. Changes will be published on the Telkom.co.za website. Changes will only apply to the tariff plan.
28. Telkom will place any amended terms and conditions on Telkom's website at the following URL: <http://www.telkom.co.za>; after which it will be deemed incorporated into the Agreement and bind the Customer from the date that the amendment was listed on the abovementioned site.

## **FreeMe Data validity**

29. The validity period of All-networks Inclusive Data allocations on FreeMe plans such as 800MB, 1.5GB, 3GB, 6GB, 11.5GB, 18GB, 28GB, and FreeMe-Unlimited will expire at the end of two consecutive calendar months.  
i.e. FreeMe 1.5GB Inclusive Data allocated on 1 April will expire on 31 May.
30. The extension of Data expiry will be applicable to FreeMe Data allocated and shall exclude promotional and campaign data on FreeMe plans.
31. The validity period of Data for WhatsApp and Telegram on FreeMe will expire at the end of the current month of allocation.  
i.e. 250MB Data for WhatsApp and Telegram on FreeMe 1.5GB allocated on 1 April will expire on 30 April
32. The validity period of Data for Streaming on FreeMe will expire at the end of the current month of allocation.  
i.e. 250MB Data for Streaming on FreeMe 1.5GB allocated on 1 April will expire on 30 April.
33. Any other Additional Data such as Telkom Data allocated as promotional, or campaign Data shall expire at the end of the current month of allocation.  
i.e. Free promotional or campaign 20GB TM (Telkom Mobile) Data allocated on 1 April will expire on 30 April
34. Any unused Data for WhatsApp and Telegram and Data for Streaming allocations shall be forfeited at the end of the current month.

## **FreeMe Data Transfer**

35. The new FreeMe subscribers on FreeMe 800MB, 1.5GB, 3GB, 6GB, 11.5GB, 18GB, 28GB, plans shall be eligible to transfer data to other subscribers on the Telkom Mobile network.
36. FreeMe subscribers on the new FreeMe-Unlimited plan shall not be eligible to transfer data to other subscribers on the Telkom Mobile network.
37. The Inclusive All-networks Data on FreeMe plans such as 500MB, 1GB, 2GB, 4GB, 7.5GB, 12GB, 20GB, shall be transferable to other subscribers on the Telkom Mobile network.
38. The new FreeMe subscribers shall be able to transfer data in the following denominations 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
39. The Data transfer on FreeMe plans shall be limited up to a maximum of 1GB daily transfer allowance and up to a maximum of 10GB monthly transfer allowance.
40. The recipient or subscriber who receives Data transfer cannot transfer Data to another subscriber on the Telkom Mobile networks.
41. The Data transferred will maintain the same expiry period according to the validity of the subscriber who transferred the data. The SMS notification of the Data transfer will be sent to the subscriber with the applicable expiry date.
42. The Data transfer option shall not be permitted on promotional data on FreeMe plans such as Data for WhatsApp and Telegram and Data for Streaming.
43. The Data transfer option shall not be permitted on promotional data or campaign 20GB TM (Telkom Mobile) Data.
44. The subscriber shall be able to transfer Data via the following channels USSD, Telkom Portal and Telkom App.

*\*\*Refer to the Data Classification table for additional information on the data type and validity period*

<b>Data Type</b>	<b>FreeMe Packages</b>	<b>Data Validity</b>	<b>Data Transfer</b>
<b>Inclusive All-network Data</b>	FreeMe 500MB / FreeMe 500MB TopUp	2 calendar months	Yes, Allowed
	FreeMe 1GB / FreeMe 1GB TopUp		
	FreeMe 2GB / FreeMe 2GB TopUp		
	FreeMe 4GB / FreeMe 4GB TopUp		
	FreeMe 7.5GB		
	FreeMe 12GB		
	FreeMe 20GB		
	FreeMe-Unlimited		No, not allowed
<b>Promotional Data</b>	Data for WhatsApp and Telegram	Current month	No, not Allowed
	Data for Streaming		
<b>Campaign Data</b>	Additional 20GB TM (Telkom Mobile) Data	Current month	No, not Allowed

## Out of Bundle Redirect options

45. The new FreeMe subscribers shall have an option via the following channels USSD, Telkom Portal and Telkom App to select one of the following options once the Inclusive data has been depleted;
- 1) Browse at Out of Bundle rates for the remainder of this month
  - 2) Always re-direct service to Out of Bundle Page
  - 3) Never Re-direct, browse at Out of Bundle rates
46. The selected Out-of-Bundle redirect option will be applicable once the Data has been depleted.
47. The customer can change the selected option anytime during the month via the following channels USSD, Telkom Portal and Telkom App.

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