

## **Terms and Conditions: SmartBroadband Uncapped Wireless**

1. Telkom Standard terms and conditions apply (full details on [www.telkom.co.za/terms](http://www.telkom.co.za/terms))
2. Telkom reserves the right to amend this offerings terms and conditions, from time to time. Telkom will give notice to each Consumer of such amendments and will place the amended terms and conditions on Telkom's website at the following link: <http://www.telkom.co.za/today/unlimited-broadband>; 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. Subscription to Telkom's SmartBroadband Uncapped Wireless services is subject to the LTE network coverage and network availability within the launch target base station, which can be found on Telkom's website at the following link: <http://www.telkom.co.za/today/unlimited-broadband>
5. The SmartBroadband Uncapped Wireless service is a fixed wireless broadband service and subscribers will be required to consume the service within the location of the physical address supplied during the application process, through which Telkom is making this offer available to the public.
6. The SmartBroadband Uncapped Wireless service shall be offered at full speeds (no time limit applies) for all traffic types except bandwidth intensive protocols or applications which shall be at full speed between 12am – 6pm if within the 50GB cap. Once a subscriber reaches the 50GB cap the bandwidth intensive protocols or applications shall be throttled to 128kbps speed for the rest of the month. Full Speeds shall resume at the beginning of the next calendar month.
7. The SmartBroadband Uncapped Wireless service will offer uncapped data for all traffic types except bandwidth intensive protocols or applications which shall be capped at 50GB.
8. Bandwidth intensive protocols or applications are defined as Bit torrent traffic downloaded via Peer to Peer and news servers Protocols (NNTP).
9. Bandwidth intensive protocols and applications shall also be throttled across the network to 128kbps during peak network periods of between 6pm - 12am to manage the networks quality of experience and quality of service for all users.
10. SmartBroadband Uncapped Wireless services operate on shared radio resources and Telkom reserves the right to apply restrictions on an uncapped account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
11. A subscriber may not provide network services from their account (for example, you may not use your account to operate as an FTP server).
12. 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 impact negatively on other user's broadband experience or the performance of Telkom systems or networks. In such instances; Telkom reserves the right to limit such activities should the need arise.
13. 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.
14. A subscriber may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitively pinging the host.
15. The SmartBroadband Uncapped Wireless Service can only be used within the borders of South Africa.
16. The SmartBroadband Uncapped Wireless SIM 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.

17. The SIM shall only be used on the device provided as part of the deal on a 24 month contract except in such instances as the device is under repair or being replaced by Telkom and is substituted by another Telkom similar device.
18. Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected to have occurred.
19. Telkom Mobile reserves the right to terminate this promotion at any time without prior notification, however Telkom shall endeavour to publish a notice on our website informing consumers of such decisions.
20. The MultiSIM and Data MultiSIM Service will not be allowed on the SmartBroadband Uncapped Wireless plans.
21. No carry-over to the following calendar month shall apply to the SmartBroadband Uncapped Wireless service and all inclusive benefits shall reset at the beginning of each calendar month.
22. Telkom's LTE network currently supports voice calls however a subscriber on the SmartBroadband Uncapped Wireless service will have to call support on 081180 through any means of communication available to them to request that the voice capability be enabled on their service.
23. A flat rate of R 2.75 on a per second billing basis will apply for any voice call on the SmartBroadband Uncapped Wireless plan.
24. SMS is enabled for normal usage, notification and balance enquiry.
25. SMS charges shall be set at 50c/SMS and MMS charges shall be set at 50c/MMS.
26. Prices include VAT.
27. The SmartBroadband Uncapped Wireless service shall be available on a 24 month contract only.
28. The SmartBroadband Uncapped Wireless offer is now available through the traditional Telkom owned stores and the Direct Sales Force 3<sup>rd</sup> Party channels however subscribers will only be able to sign-up for the R 699 SmartBroadband Uncapped offer through these channels.
29. Subscribers that wish to sign-up for the R599 SmartBroadband Uncapped offer will only be able to apply for the service through Telkom's online channel via the online portal. Customers that walk into the Telkom Stores will be able to submit an application online via the PC's available in-store.
30. There will be a maximum of 150 spaces available per base station. The pricing will be on a first come first served basis via with 3 different price points: R599, R699 and R799. Eligibility to either of the price points will be based on applications received on a first come basis during the promotion period. The first 50 successful applicants per base station will qualify for the SmartBroadband Uncapped Service at R 599, the next 50 successful applicants will qualify for the SmartBroadband Uncapped Service at R 699 price and the next 50 successful applicants will qualify for the SmartBroadband Uncapped Service at R799.
31. Subscribers will receive a SIM card, external poynting panel antenna and a Huawei LTE WiFi router. with the SmartBroadband Uncapped Wireless package.
32. Telkom Mobile 3G failover shall only be supported as a failover measure in instances where the LTE network is down and it must be stressed that the SmartBroadband Uncapped Wireless service is a fixed wireless service which must be used in a fixed location and not for mobility. The SmartBroadband Uncapped Wireless subscriber shall not be able to roam on MTN's 3G network.
33. Existing Telkom consumer/mobile/SMBS customers may apply for the SmartBroadband Uncapped Wireless service. Existing SmartHome, SmartOffice and Fixed Line customers will not be able to migrate their current services to the SmartBroadband Uncapped Wireless service, but will be required to apply for the service as a new service.
34. Existing LTE B593 subscribers that wish to migrate to the SmartBroadband Uncapped service can only do so by submitting their applications via the online channel only.

35. 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 eligible for the SmartBroadband Uncapped Wireless service.
36. Cancellations of existing LTE orders shall only take place once the customer has received his/her SmartBroadband Uncapped Wireless service having elected to migrate to this offer.
37. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and/or use of the service.
38. Subscribers on the SmartBroadband Uncapped Wireless service shall be able to purchase Once-Off /Recurring data Bundles.
39. The Once-Off data Bundles shall expire at the end of the following calendar month from date of purchase.
40. Inclusive data bundles will expire at the end of the current calendar month.
41. Telkom's LTE network is supported on the 2300MHz TDD Radio frequency spectrum and the experience may vary depending on the wall thickness at your premises.
42. Prices are valid at date of print. E&OE.

**ACCEPTABLE USE POLICY:**

1. Telkom reserves the right to apply restrictions on an uncapped account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
2. Examples of customer behaviour which compromise Telkom's network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer and news servers protocols (NNTP). In the event of such behaviours, Telkom reserves the right to terminate the account of a SmartBroadband Uncapped Wireless customer whose usage is continuously affecting Telkom's network performance.
3. In order to assist a customer to be made aware of when his or her behaviour is compromising Telkom's mobile broadband network performance, Telkom will provide to the customer such information as is practically available. Once usage is indicated as being dangerously high, Telkom reserves the right to suspend the relevant customer's usage within 24 (twenty four) hours of usage having reached such levels. Customers who are restricted by Telkom in the aforementioned manner in a calendar month will be returned to full service profile at the beginning of the next month.
4. The above controls will be implemented by Telkom in addition to those set out elsewhere in this AUP regarding unlawful behaviour.

## **MIGRATION RULES:**

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

### **Upward Migrations**

1. An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package, during the fixed term portion of the agreement.
2. The subscriber may upward migrate without any penalties at any time during the fixed term agreement subjected to the differences in the base subscription.
3. The subscribers shall retain accumulated deal allocations when doing an upward migration. Please note the following:
  - New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period. E.g. Migrate from Internet Saver 1 of 24 months in month 12 to SmartInternet Saver 2 of 24 Months, which means the contract continue from month 12 until month 24 of the new offer, thereafter it will continue on a month to month basis.
  - When doing migrations 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.
  - 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.

### **Downward migrations**

1. A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package, during the fixed term portion of the agreement.
2. The Subscriber will be liable to pay an admin fee for a downward migration as per clause 4 below, which will be determined at the time of requesting the migration.
3. The Subscriber shall retain accumulated deal allocations when doing a downward migration.
4. Telkom Mobile shall, as a downward migration fee, recover the difference in handset pricing between the original and the newly selected packages as well as an administration fee. Please note the following:
  - New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period. E.g. Migrate from Saver 1 of 24 months in month 12 to Smart Saver 2 of 24 Months, which means the contract continue from month 12 until month 24 of the new offer, thereafter it will continue on a month to month basis.
  - When doing migrations 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.
5. Discounts that are applicable in the existing products shall not be carried over to the new contract/commitment period.
  - Value added services (VAS) shall only be re-established on customer request and according to the eligibility of the new offering.
  - Customers choosing to migrate to either upward or downward prior to the expiration of the contract/commitment period shall be able to do so; however admin fees and penalties shall apply where applicable.

**The following rules shall apply to existing Telkom mobile customers wishing to participate in the promotion:**

1. Existing LTE B593 customers can migrate to the SmartBroadband uncapped wireless service by submitting an online application in the same manner as new customers subject to signing up a new 24 month contract.
2. Existing LTE B593 subscribers that wish to migrate to the SmartBroadband Uncapped service can only do so by submitting their applications via the online channel only.
3. Existing LTE customers with an existing B593, dongle or Mi-Fi will be allowed to migrate to the uncapped Deal with SIM, B593 router and Antenna bundled. Penalties will be waived for downward migrations.
4. All existing SmartHome, SmartOffice and Fixed wireline customers shall not be allowed to migrate to the uncapped product however they shall be allowed to apply for the SmartBroadband uncapped wireless service as a new service.
5. Normal cancellation and penalty rules shall apply for existing FMC and Fixed wireline customers that opt to cancel their existing FMC/Fixed services. Cancellation requests shall be channelled via normal cancellation channels and processes.
6. Should an FMC and/or Fixed wireline customer choose to keep their existing FMC and /or Fixed wireline services when signing up for the uncapped service, they shall receive two separate bills and shall maintain two separate account's.

**Early Terminations:**

1. Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry date.
2. The subscriber shall be liable to pay upon early termination or cancellation of the contract, where applicable, any associated costs such as administration charges, outstanding device costs, service charges etc.
3. The early termination/cancellations fee will be calculated at the time of requesting the early termination.

**Service Conversions:**

1. This refers to scenarios where subscriber wishes to change from the post-paid account to either a hybrid account or a pre-paid option.
2. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number as allocated to, or ported over by Telkom Mobile.
3. When a subscriber converts from a pre-paid product offering to a post-paid product offering, all free resources such as data deals, messaging deals shall be retained.
4. Upon sign-up and activation of a mobile contract, customers shall not be permitted to convert to another offering within a 3 month period.
5. Standard conversions rules shall apply pertaining to conversion of customers on a voice plan to a data plan and vice versa i.e. conversion from a SmartPlan 50 to a SmartInternet 2,5GB shall not be supported and vice versa.