

Product Specific Terms & Conditions: SmartPhone plans

1. Telkom Business mobile's Terms and Conditions as well as Telkom's terms and conditions for the provision of electronic communication services and products apply (full details available at <http://www.telkom.co.za/sites/business/smme/productsandservices/mobile/voiceplans/>)
2. The SmartPhone plans shall be offered on a SIM-only plan (no device included). Offerings that include devices are available, but at additional associated costs.
3. The SmartPhone plans bundled with or without a device shall only be available on a 24 (twenty four) months contract.
4. The SmartPhone plan is offered in different variants and includes the following benefits:
 - SmartPhone Basic:
 - 150 minutes (50 All-net minutes, 50 Telkom mobile minutes, 50 Telkom fixed-line minutes)
 - 150 MB Data
 - 150 SMS
 - Free Wi-Fi (10GB Fair Usage Policy)
 - SmartPhone Essential:
 - 300 minutes (100 All-net minutes, 100 Telkom mobile minutes, 100 Telkom fixed-line minutes)
 - 300 MB Data
 - 300 SMS
 - Free Wi-Fi (10GB Fair Usage Policy)
 - SmartPhone Advanced:
 - 600 minutes (200 All-net minutes, 200 Telkom mobile minutes, 200 Telkom fixed-line minutes)
 - 600 MB Data
 - 600 SMS
 - Free Wi-Fi (10GB Fair Usage Policy)
 - SmartPhone Premium:
 - 900 minutes (300 All-net minutes, 300 Telkom mobile minutes, 300 Telkom fixed-line minutes)
 - 900 MB Data
 - 900 SMS
 - Free Wi-Fi (10GB Fair Usage Policy)
5. The SmartPhone plans (SmartPhone Basic, SmartPhone Essential, SmartPhone Advanced and SmartPhone Premium) shall be billed on a per-second billing methodology.
6. The plans are available to all new and existing Telkom mobile and Telkom Business mobile customers and supports mobile number port-ins.

7. All premium-rated calls shall be excluded from the voice bundled minutes and will be charged at the applicable premium-rated call rates.
8. All International Calling and International Roaming shall be excluded from the SmartPhone offering and will be charged at applicable international call rates.
9. All international and premium rated SMSs shall be excluded from the SmartPhone offerings and will be charged at applicable SMS rates.
10. Subscribers on SmartPhone plans are allowed to migrate to other SmartPhone offerings, migration rules shall apply.
11. Subscribers on current plans are allowed to migrate to the new SmartPhone offerings, migration rules shall apply. The existing Conversion, Migration and Termination business rules apply (full details available at <http://www.telkom.co.za/sites/business/smme/productsandservices/mobile/voiceplans/>)
12. Subscribers on SmartPhone plans shall be allowed to convert to Top-Up and Prepaid plans. Should the customer convert to other product offering, they will lose all benefits associated with SmartPhone plans.
13. Carry over shall permit the subscriber to accumulate a maximum of 6 (six) months' worth of unused voice bundle allocations(s) before the first-in-first-out rule is applied towards forfeiting the unused voice bundle allocation(s).
14. Once-off voice bundle shall expire at the end of the next calendar month from the date of activation.
15. All voice calls are network restricted to 59 minutes 59 seconds. After 59 minutes 59 seconds, the call will be automatically cut by the network. Customers can dial again.
16. No carry over shall be permitted on Data and SMS bundle allocation.
17. Once the voice bundled minutes allocations are depleted, voice bundles are available for purchase on SmartPhone plans or alternatively customer can be charged Out-of-Bundle rate of R1.50 on per second billing for voice calls.
18. Once the Data and SMS bundled allocations are depleted, Data and SMS bundles are available for purchase on SmartPhone plans or alternatively customer can be charged Out-of-Bundle rate of R0.29 per MB or R0.50 per SMS respectively.
19. The voice minutes bundles/ allocation(s) shall first deplete from the same calling/bundle type e.g. Telkom mobile calls shall consume from Telkom mobile minutes, once depleted the Telkom mobile calls shall depletes from All-net minutes.
20. The voice minutes bundles/ allocation(s) shall first deplete from the same calling/bundle type e.g. Telkom fixed-line calls shall consume from Telkom fixed-line minutes, once depleted the Telkom fixed-line calls shall depletes from All-net minutes.
21. The voice minutes bundles/ allocation(s) shall first deplete from the same calling/bundle type e.g. All-net calls shall consume from All-network minutes. Once All-net minutes are depleted, calls shall be charged at applicable out of bundle rates.

22. Should the subscriber decide to terminate the offering before the expiry of the 24 (twenty four) months contract term, the existing contract penalty rules shall apply to both handset deals and SIM-only deals.
23. The benefits and discounts associated with SmartPhone offering is only available for 24 (twenty four) months, afterwards normal billing shall apply. Customer should renew and sign a new 24 (twenty four) months contract to qualify for the associated benefits and discounts.
24. Acceptable Fair Usage Policy: Telkom Business mobile shall proactively monitor the traffic on the SmartPhone plans SIM for the following deviations:
 - 24.1 Free Wi-Fi with a Fair usage cap of 10GB per month shall apply. The 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.
 - 24.2 The SmartPhone offerings and associated benefits may only be used for private and personal use and cannot be used for commercial purposes. These offers are only applicable for person-to-person usage and the SIM 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 Business mobile shall have the right to immediately suspend the services.
25. Telkom Business mobile will regard the above as fraudulent activity and suspend the service immediately pending the investigation. (Note: Telkom Business mobile reserves the right to suspend/terminate this service when any fraudulent activity is suspected)
26. Telkom Business mobile reserves the right at any time to withdraw this offer without prior notification. Agreements already in operation will however be honoured.
27. Telkom Business mobile reserves the right to vary these terms and conditions at any time. Such changes will be posted on the Telkom Business website and will be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you to review these terms and conditions at regular intervals.
28. All prices are subject to change, subscribers shall be notified. E&OE.