

## Terms and Conditions for SmartInternet Plans

### Definitions:

**SmartInternet:** SmartInternet offer is a post-paid data plan that can be subscribed to on a 24-month contract with a device or on a month-to-month SIM only contract. The out of bundle services (e.g. SMS and voice calls) will be consumed from the credit limit.

SmartInternet Data product is an all Network data plan which works on the Telkom as well as the roaming partner network.

**Once-Off Data Bundle:** Once-Off data bundles are ad-hoc data bundles available to SmartInternet subscribers to purchase when their inclusive data is used up. These data bundles can be purchased via the USSD menu \*180# options, Telkom App and the Self-Service Portal.

**Recurring Data Bundle:** Recurring data bundles are data bundles available to SmartInternet subscribers to purchase as once-off 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: <https://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 shall apply.
6. A SIM and connection fee shall apply if stipulated as a requirement.
7. The offer is available at Telkom stores. To locate the nearest Telkom store visit the following link <http://www.telkom.co.za/stores/>
8. Subscription to SmartInternet plans is subject to Telkom's and roaming partner network coverage availability and is a best-effort service with no guarantees provided on availability or throughput. To confirm network coverage please visit – <https://www.telkom.co.za/coverage/>
9. Inclusive data on SmartInternet plans shall have a validity period of two calendar months.  
i.e. The inclusive data allocated to your plans on 1<sup>st</sup> April will expire on 31<sup>st</sup> May.

10. Unused inclusive data on SmartInternet plans shall roll 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 SmartInternet - 5GB plan and have only utilised 3GB of your inclusive data, the remaining 2GB unused data shall be carried over to the following month.  
The 2GB will be consumed and depleted first before the new allotment of 5GB is utilised. Any rolled over data not consumed within the extended validity period will be forfeited.
11. The validity period of Night Surfer data is valid for one calendar month, it does not roll over.
12. SmartInternet 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 on SmartInternet offers.
14. Prices include VAT. Normal voice services are enabled on data offers at R2,77 per minute on a per second billing, with the exception of emergency services (10111, 10177 and 112) and helpdesk (081 180) which are free.
15. SMS is enabled for normal usage, notification and balance enquiry. Standard SMS rate of R0.50 per SMS will apply.
16. Night Surfer data shall be available on the following SmartInternet plans: 500MB, 1GB, 2GB, 5G, 10GB, 20GB, 50GB and 100GB SmartInternet plans.
17. Night Surfer data time shall start at 12AM until 7AM and it is only available for use on Telkom Network.
18. A compatible device is required to access Telkom and roaming partner network respectively. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
19. Telkom shall not be held responsible for failure to access internet at locations where Telkom does not have coverage and the service experience may change from time to time.
20. 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.
21. 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.

### **Data Transfer Rules**

1. SmartInternet subscribers will have the ability to transfer data to other subscribers on the Telkom network.
2. There is no activation or subscription fee for the service.
3. Data transfer service shall be enabled on the Self-Service Portal, Telkom App (Android & iOS) and USSD Menu \*180#.
4. Subscribers will have the option to transfer data in the following denominations: 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
5. Subscribers will be allowed to transfer a maximum of 1GB of Data per day.
6. Subscribers will be allowed to transfer a maximum of 10GB of Data per month.
7. Once Data has been transferred it cannot be transferred again to another customer.
8. Transferred Data will maintain the same validity period pertaining to the primary bundle from which it was transferred.
9. Inclusive Data and additional Data bundles purchased will be eligible for transfer.

10. Promotional Data such as Night Surfer, LIT Music, LIT Video, Bonus, Campaign data will not be eligible for transfer.
11. SmartInternet subscribers can ONLY transfer data to subscribers within the Telkom Mobile network.
12. Donated data bundles validity period shall be as per the donor data bundle validity period.  
i.e. subscriber transfers 500MB from SmartInternet - 2GB plan that was allocated / purchased on 1<sup>st</sup> April 2019 and expires on 31<sup>st</sup> May 2019, the donated 500MB data bundle shall also expire at the end of May 2019.
13. The transferred data bundles shall not be prorated and the subscriber shall be able to utilise it until it is fully consumed or has expired.
14. Once the data has been transferred, the transfer cannot be reversed.

### **Migrations 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, subject to the differences in the base subscription.
- b) The subscriber shall retain any balance of the once-off internet bundles at time of upward migration.
- c) Subscribers who are subscribed to old offers can migrate to the SmartInternet 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. (Base refers to SIM Only service and Deal refers to a service that comes with a device).
- e) The subscriber shall continue with the existing contract agreement, and shall not be considered to have entered into a new contract agreement based on the migration request.
- 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 incl. VAT administration fee.
- d) The subscriber shall continue with the existing agreement, and shall not be considered to have entered into a new agreement based on the migration request.

**Early Terminations:**

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

Prices are valid at date of print. E&OE