

Product specific Terms and Conditions for Corporate APN

Please note: These product or service-specific Terms and Conditions must always be read together with Telkom Subscriber Terms and Conditions, which will always apply to your use of this product or service (full details on <http://www.telkom.co.za/general/termsandconditions/index.html>).

1. Definitions

- 1.1 Unless the context clearly indicates the contrary, any term defined in the Telkom Mobile Subscriber Terms and Conditions when used herein shall bear the same meaning as defined in the Telkom Mobile Subscriber Terms and Conditions.
- 1.2 The words and phrases listed below will have the meaning set out next to the corresponding word or phrase unless the context indicates otherwise:
 - 1.2.1 **“Activates”** means the connection of the Subscriber SIM card or mobile number to the Network;
 - 1.2.2 **“Activation Date”** means the date when Telkom activates the Subscriber’s SIM card or mobile number to the Network, allowing Corporate to utilise the selected Mobile Services and selected mobile goods;
 - 1.2.3 **“APN”** means Access Point Name, which specifies a point of connectivity between the GPRS/UMTS network and an external IP network. The external IP network can be a corporate LAN or the Internet;
 - 1.2.4 **“Application Form”** means the document completed by the Applicant, whether completed in writing, electronically or telephonically, which houses the Applicant’s details and the Subscriber’s request that Telkom Business provide it with certain Selected Mobile Services and/or Selected Mobile Goods;
 - 1.2.5 **“Corporate”** means the company, body corporate, firm or association that Telkom has agreed to provide the Corporate APN Services and/or other selected mobile goods to, as listed in the Application Form and who will be liable for the payment of the charges and compliance with these terms and conditions;
 - 1.2.6 **“Corporate APN Services”** means the APN services that Corporate will receive from Telkom;
 - 1.2.7 **“Data”** means the information that is sent, received and/or transmitted via the Telkom APN Network and shall, for these purposes, not include circuit-switched voice or circuit switched data.
 - 1.2.8 **“Data Bundle”** means the total amount of Data selected by Corporate in the Application Form for transmission via the Telkom APN Network;
 - 1.2.9 **“Initial Period”** means the number of months that Corporate has selected under the Application Form under the line item “contract period” for which these terms and conditions will run, which period will start running on the commencement date;
 - 1.2.10 **“Mobile Device(s)”** means a mobile terminal, including without generalising, a cellular phone or handset, data device, module, computer or PC, and accessories that can be used by Corporate to make and/or receive Mobile Device calls, and/or to send and/or receive Mobile Device messages (SMS) and/or the use of data services that are carried via the Network and/or to access the Network for the purpose of using the selected mobile goods and the selected Mobile Services;
 - 1.2.11 **“Mobile Network Operator (MNO)”** means a person licensed in terms of the Act to provide electronic communications Network services, and who actually provides Mobile Services;
 - 1.2.12 **“Mobile Services”** means the Corporate APN services that Telkom renders to Corporate in accordance with Corporate’s selection as indicated in the Application Form under such heading or description;
 - 1.2.13 **“Network”** means the electronic communications network that is operated by Telkom to make its Mobile Services available to Corporate and its other Subscribers;

- 1.2.14 “Subscriber” means the end user of the selected mobile goods and Mobile Services.
- 1.2.15 “Telkom” shall mean Telkom SA SOC Limited and is used interchangeably in this document with Telkom SA LTD

2. Duration, Renewal and Termination

- 2.1 Duration of these terms and conditions:
The Corporate APN Services shall commence with effect from the Activation Date and these terms and conditions will continue for the duration of the Initial Period unless terminated earlier by either of the parties, in accordance with their respective rights set out under clause 2.2 and clause 6 of this agreement.
- 2.2 Termination
Either Party may terminate the Corporate APN Service during or at the end of the Initial Period by giving the other Party twenty (20) business days’ written notice of termination. The provisions of the Subscriber Terms and Conditions pertaining to early termination shall apply.

3. Payment

- 3.1 Telkom shall be entitled to levy usage charges for the Corporate APN traffic in excess of the Data Bundle selected by Corporate in the Application Form. Telkom shall invoice the Corporate monthly in arrears for any excess usage at the out-of-bundle rate specified in the Application Form.
- 3.2 On provisioning, the proration of the monthly subscription fee and the inclusive Data Bundle shall be applied for period starting from the date of activation until the end of the billing cycle.

4. Terms and Conditions specific to the Corporate APN Services

- 4.1 Telkom shall, as part of the Corporate APN Services, provide Corporate with:
- (i) Access to the Corporate APN network; and*
(ii) The Data Bundle specified in the Application Form.
- 4.2 The SIM card is required to access and use the Corporate APN Services.
- 4.3 Equipment is required to enable access to the Corporate APN Network.
- 4.4 Corporate is responsible for ordering the backhaul link directly from Telkom or any other Service Provider. This includes the installation and monthly fees, as well as reporting faults to the service provider.
- 4.5 Corporate is responsible for ensuring that his/her/its users, employees, agents and/or contractors have access to the Corporate APN Services and that the SIM card and the Corporate APN Services shall not be used for unauthorised purposes.
- 4.6 The nature and specifications of the Corporate APN Service is known to Corporate, who accepts that the Service is suitable for the purpose for which Corporate intends to use it.
- 4.7 The Corporate APN Service is intended to be used only to transverse Data.
- 4.8 Subscription to the Telkom Corporate APN Service is subject to network coverage and network availability. The Corporate APN Service is a best-effort service and availability or throughput is not guaranteed.
- 4.9 Corporate will be liable to determine network coverage in the Subscriber’s area.
- 4.10 Network coverage is not guaranteed and the service experience may change from time to time.
- 4.11 Only one Corporate (legal entity) may be assigned per Corporate APN. That is, a one-to-one relationship shall exist between the Corporate APN and Corporate.
- 4.12 On-selling of bandwidth on the Corporate APN is only allowed if the subscriber is a registered reseller of Telkom Business Mobile Services.
- 4.13 Telkom reserves the right to charge penalties should a subscriber not be a registered reseller of Telkom Business Mobile and still resell APN data.
- 4.14 Only the SIM cards provisioned with the Corporate APN on their profiles on the Home Location Register (HLR) shall be allowed access to that specific Corporate APN.

- 4.15 Only Telkom Mobile post-paid and hybrid Subscribers shall be permitted to be provisioned with the Corporate APN. That is, Telkom Mobile prepaid Subscribers and Subscribers or other MNOs shall not be allowed.
- 4.16 On request from Corporate, the public/Internet APN shall be removed from the relevant SIM cards' profiles on the HLR.
- 4.17 No carryover of the shared APN Data Bundle shall be allowed, i.e. the Shared APN Data Bundle shall expire at the end of the billing cycle during which it was allocated.
- 4.18 On depletion of the Shared APN Data Bundle, Corporate shall be billed at the applicable out-of-bundle rates.
- 4.19 When a Corporate APN Corporate (MSISDN) is deactivated or ported to another MNO, the Corporate's MSISDN shall automatically:
 - 4.19.1 Forfeit its subscription to the Corporate APN; and
 - 4.19.2 Be removed/de-provisioned from the Corporate APN.
- 4.20 If the Corporate APN is deactivated/de-provisioned, all Corporates (MSISDNs) provisioned on that Corporate APN shall automatically:
 - 4.20.1 Forfeit their subscription to the Corporate APN; and
 - 4.20.2 Be removed/de-provisioned from the Corporate APN.

4.21 Specific Reseller APN Terms and Conditions:

- 4.21.1 Resellers shall be required to first obtain permission from a Telkom Account Manager before being allowed to on-sell the services on the reseller APN.
- 4.21.2 Resellers shall be required to meet minimum requirements before being allowed to on-sell the services on the reseller APN. These requirements include:
 - 4.21.2.1 Resellers are required to first install a network that interconnects between the Telkom Mobile Network and the reseller's infrastructure prior to implementation of any reseller APNs.
 - 4.21.2.2 Resellers are required to provide a method of segregating individual Corporate traffic, e.g. MPLS VPN depending on the method utilised by the reseller prior to implementation of any reseller APNs.
- 4.21.3 Resellers shall only be allowed to on-sell the bandwidth on the Corporate APN Service if registered as a Telkom Business Mobile reseller.
- 4.21.4 Resellers shall be required to commit to a minimum 100GB Data Bundle per month before permission to on-sell services on the reseller APN is granted.
- 4.21.5 Resellers shall not be allowed to purchase bolt-on APN Data Bundles.
- 4.21.6 Telkom reserves the right to charge penalties, should it be found that the reseller is on-selling bandwidth on the Corporate APN.
- 4.21.7 Telkom reserves the right to terminate the offering of this service should it be found that the Reseller is on-selling bandwidth on the Corporate APN.

5. Provision of the Corporate APN Network Services

- 5.1 Corporate agrees to only use the Corporate APN Services or Mobile Devices approved by ICASA with all relevant legislation applicable to the use of the Corporate APN Services and Mobile Devices, including the Act, the regulations and any notices or directives issued by the authority from time to time.
- 5.2 Corporate will ensure and warrants that the Network, the Corporate APN Services and/or the Mobile Devices shall not be used for improper, immoral or unlawful purposes.
- 5.3 Subject to these terms and conditions, Telkom shall use its reasonable endeavours to provide and maintain the availability of the Corporate APN Services to Corporate throughout the coverage area.
- 5.4 Nothing contained in these terms and conditions shall be construed as placing any obligation on Telkom to provide, or to continue to provide, the Corporate APN Services to Corporate.
- 5.5 Telkom shall be entitled, at any time, and without liability to Corporate or any third party, to modify, expand, improve, maintain or repair the network or the Corporate APN Services notwithstanding that this may require suspending the operation of the network or its provision of the Corporate APN Services. Telkom shall use its best endeavours to provide Corporate with advance notice of any such suspension and to minimise the duration thereof in so far as this is reasonably practicable.
- 5.6 Telkom shall not be liable under any circumstances to the Corporate or any other person for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or

consequential loss or damages) which the Corporate or any other person may suffer whether as a result of any direct or indirect breach by Telkom.

- 5.7 SIM cards provided to Corporate are never owned by Corporate but rented to Corporate in terms of the provision of these Product Terms and Conditions and the Telkom mobile Corporate Terms and Conditions applicable to such SIM cards.
- 5.8 The risk of loss, theft and use of the SIM cards by any person other than Corporate and/or his/her/its duly authorised users shall pass to Corporate upon signed receipt of the delivery note of the SIM cards.
- 5.9 Telkom shall not in any manner whatsoever be held responsible for any usage of the SIM card by any person other than a person(s) authorised by Corporate to access and use the SIM card.
- 5.10 Corporate shall remain responsible for the payment of any usage charges chargeable for the transmission of any Corporate APN traffic, including any Corporate APN traffic in excess of the Data Bundle selected by the Corporate in the application by any unauthorised person.
- 5.11 Telkom shall not be responsible for:
 - 5.11.1 Any Data that is used, deleted, stolen, removed and/or lost from Corporate's Network whilst the card is stolen, misplaced and/or being accessed and/or used by any unauthorised person(s);
 - 5.11.2 Access to Corporate's network through the Corporate APN Services by any unauthorised person(s); and
 - 5.11.3 Any changes, amendments and/or modifications made to Corporate's network by any unauthorised person(s).
- 5.12 It is Corporate's responsibility to immediately report any SIM card that is lost, misplaced and/or stolen to Telkom and such report shall be made either in writing and/or telephonically via the Telkom client services department.
- 5.13 The theft, loss and/or misplacing of any SIM card provided to Corporate shall not interrupt Corporate's obligation to pay the monthly service fees, including any fee chargeable for Corporate APN traffic transmitted in excess of the Data Bundle selected by the Corporate in the Application Form to Telkom.

6. Breach and termination

- 6.1 Should Corporate breach any term of these terms and conditions, including any failure to pay Telkom any monies on the due date, then Telkom shall give Corporate 30 (thirty) days' notice to rectify the breach. Should Corporate neglect or fail to rectify the breach within the 30 (thirty)-day notice period then Telkom will have the right to cancel these terms and conditions, without prejudice to its rights to claim all and any damages that Telkom has incurred in consequence of such a breach.
- 6.2 Should Telkom breach any material term of these terms and conditions, then Corporate will have the right to provide Telkom with a letter requiring Telkom to rectify the breach. Should Telkom neglect or fail to rectify such a breach within the 30 (thirty)-day notice period, then Corporate may cancel these terms and conditions, which will be without prejudice to all its rights to claim any damages that it may have incurred in consequence of Telkom's breach.