

Telkom Product Terms and Conditions

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/>). FreeMe services subscribed to under a company or business name from Telkom Business Mobile will also be subject to these business product-specific terms and conditions.
2. The FreeMe Postpaid and TopUp product offering will be available as a new 24-month 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 can not migrate from FreeMe plans to any earlier legacy plans previously offered by Telkom from the date that 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. All FreeMe Postpaid plans shall be permitted to utilize data out of bundle by default, while notifications are sent for bundle depletion.
7. Functionality such as Port-In shall be available to customer taking up either FreeMe Postpaid or TopUp plans.
8. All International Roaming and International calling rates, as currently in use, shall remain in place for FreeMe Postpaid and TopUp plans
9. The Free SMS component will be subject to a Fair Usage policy of not more than 50 SMS's per day. Once the 51st SMS is sent out of bundle rate charging will commence at R0.30 per SMS of 160 characters or less.
10. No carryover of Data resources for monthly recurring bundles or plan components are permitted.
11. All available Value-Added Services such as Unlimited VAS (Unlimited Friends & Family) shall remain in place for customers to purchase using self-service.
12. Functionalities such as Call Forward, Call Waiting, Call Barring, Airtime Transfer, Clip Restriction per Call, remains in place for all FreeMe Postpaid and TopUp plans.
13. All current Voice bundles available on USSD self-service shall be available to FreeMe Postpaid, TopUp and Legacy Plans.
14. A Fair Usage Policy (FUP) for free Telkom Fixed and Telkom Mobile (On-network) calls is specified as 3000 minutes per month. The FUP shall apply and be enforced once the customer exceeds the 3000

- minutes. Should a customer exceed the FUP minutes, he / she shall be charged for calls at applicable out-of-bundle rate R0.70 per minute. Notifications shall be sent to customers (per sms) when the On-network FUP minutes have been reached.
15. A Fair Usage Policy (FUP) for All-Network calls on FreeMe 20GB is specified as 1500 minutes per month. Should a customer exceed the FUP minutes he/ she shall be charged for calls at applicable out-of-bundle rate R0.70 per minute. Notifications shall be sent to customers per sms when All-Network FUP minutes have been reached.
 16. A Fair Usage Policy (FUP) for All-Network calls on FreeMe Unlimited is specified as 3000 minutes per month. Should a customer exceed the FUP minutes he/ she shall be charged for calls at applicable out-of-bundle rate R0.70 per minute. Notifications shall be sent to customers per sms when the FUP minutes have been reached.
 17. Notifications shall be sent to customers that exceeds the FUP as described above, and thereafter those customers will be charged for calls at the applicable out-of-bundle rate.
 18. 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.
 19. On FreeMe 20GB and FreeMe Unlimited packages which include All-network calling Telkom shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Qualifying numbers include all numbers that are serviced by National Mobile Operators, including Telkom fixed line and Neotel. Any other number, be it a premium rated, international or unknown number is excluded from the product.
 20. 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.
 21. Free All-Network calling on FreeMe 20GB and FreeMe Unlimited will include calls to Telkom non-geographic numbers, like Sharecall and Smartaccess numbers. (e.g. 0862, 0861, 0860).
 22. Free Calling using IM (Instant Messaging) FUP permitted is 2GB per month for WhatsApp, Viber and BBM, not transferrable to the following month. Once the IM FUP 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 per sms when the FUP for IM data has been reached.
 23. No Multi-SIM functionality will be made available to FreeMe Individual Postpaid and Hybrid Plans.
 24. 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
 25. The FreeMe Unlimited Data benefit is governed by a Fair Usage Policy (FUP) of 25GB per month. The speed shall be throttled to 128kbps if a subscriber reaches a data usage soft cap of 25GB 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.
 26. LIT promotional data was added to FreeMe 2GB and higher plans. By taking up a FreeMe mobile deal, customers accept the terms and conditions that govern the use of LIT Music and Video Value Added Services (VAS). Full detail with regards to product-specific terms and conditions for LIT Music and Video VAS may be accessed at: <http://www.telkom.co.za>.
 27. 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.

28. Telkom will regard the exceptions mentioned in 27. 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).
29. Telkom reserves the right at any time to terminate this offer without prior notification.
30. 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.

E&OE.