

TELKOM WEB APPLICATION TERMS AND CONDITIONS

1 IMPORTANT PROVISIONS IN THESE TERMS AND CONDITIONS

- 1.1 These Terms contain provisions which limit our exposure to legal liability and make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms and Conditions and are highlighted for your attention under these Terms and Conditions. Important clauses, which may limit our responsibility or involve some risk for you are reflected in ***BOLD, italicized*** and are underlined. You must pay special attention to these clauses.
- 1.2 Nothing in these Terms and Conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of the Consumer Protection Act, 2008, to the extent that such legislation is applicable.

2 INTRODUCTION

- 2.1 Welcome to the web application owned and made available by Telkom SOC Limited, a company incorporated in terms of the laws of the Republic of South Africa, with registration number 1991/005476/30, together with its successors-in-title and all subsidiaries, affiliates and assigns ("**Telkom**" or "**we**" or "**us**").
- 2.2 Telkom's goal is to incentivise you for your participation in advertising campaigns and completion of surveys ("**Tasks**") that we may, from time to time, conduct for our clients ("**Clients**"). These terms of use contain the terms and conditions ("**Terms and Conditions**") governing your use of Telkom's Freedat web application ("**Web Application**") located at **www.Freedat.co.za** and your participation in Tasks.
- 2.3 You acknowledge and agree that registering for membership on the Web Application does not guarantee that you will qualify and/or be selected for any Task and that your eligibility to participate in Tasks will vary depending on the requirements and objectives provided by our Clients. Therefore, if you do not meet the criteria and/or profile for the specific project, you may not be invited to complete (or be eligible to participate in completing) a Task. We expressly disclaim any liability to you in this regard.
- 2.4 These Terms and Conditions are binding and enforceable against every person who accesses, uses or views the Web Application or any part thereof ("**User**" or "**you**" or "**your**").
- 2.5 Your use of the Web Application is subject to your acceptance without modification of the terms, conditions, and notices contained in these Terms and Conditions and Telkom's privacy policy located at https://www.telkom.co.za/about_us/download/POPI_Privacy_Statement_6_June_2018.pdf ("**Privacy Policy**") which explains how we process your personal information and, which forms part of these Terms and Conditions.

3 ACCEPTANCE OF OUR TERMS

- 3.1 We permit the use of the Web Application subject to these Terms and Conditions.
- 3.2 If you do not agree to be bound by these Terms and Conditions, or any subsequent modification, do not access, browse or otherwise use the Web Application.
- 3.3 You understand, acknowledge and agree that these Terms and Conditions constitute a legally binding agreement between you and us and by accessing, browsing and/or using the Web Application in any way, you acknowledge that you have read and agree to be bound by these Terms and Conditions unconditionally.

- 3.4 Your continued use of the Web Application shall constitute your acceptance of these Terms and Conditions.

4 DEFINITIONS

Unless otherwise determined by the context, the words and expressions used in these Terms and Conditions shall bear the meaning assigned thereto as follows:

- 4.1 "**Content**" means all materials, including without limitation, graphics, films, images, audio material, video material, audio-visual material that you submit for storage or publication on, processing by, or transmission via, the Web Application.
- 4.2 "**e-Wallet**" means a virtual account that is assigned by Telkom to each User for the purposes of storing and utilizing T-coins;
- 4.3 "**Experience Points**" means the experience points earned by a User for participating in one or more of the qualifying activities as defined on the Web Application;
- 4.4 "**Loyalty Programme**" means the loyalty and rewards programme established by Telkom for the purposes of providing Users with access to Rewards;
- 4.5 "**personal information**" is defined in the Privacy Policy;
- 4.6 "**Redemption Products**" means those specific Telkom products, to be determined by Telkom from time to time, which may be purchased using T-coins;
- 4.7 "**Rewards**" means the rewards that a User is entitled to enjoy, including the ability to earn and redeem Experience Points and T-coins and to access any other incentives which may be offered by Telkom via the Web Application from time to time;
- 4.8 "**Service**" refers to the service provided by us that permits you, as a registered User, to participate in (a) Tasks, (b) or any other service provided by us and used by you via the Web Application;
- 4.9 "**T-coins**" means the Loyalty Programme "T-coins" earned by a User for participating in Tasks in accordance with these Terms, which may only be redeemed in accordance with clause 14.4 of these Terms and may not be redeemed for cash; and
- 4.10 "**User Content**" refers to all content, materials, information, and comments you use, upload, post or submit or we collect when You use the Service / participate in a Task.

5 REGISTRATION

- 5.1 In order to access and use the Web Application for purposes of participating in and completion of Tasks, you are required to register an account as a User ("**Account**") and are required to be 18 (eighteen) years or older (for purposes of gaining unrestricted access to the Web Application and related functions) and a South African citizen or resident. As part of registration, you will be required to provide certain personal information which will be held and used in accordance with any consent obtained from you and the terms of our Privacy Policy. You agree to: (i) provide accurate and current information about yourself as required by Telkom; and (ii) where necessary, promptly update your information to ensure that it is accurate and current. You acknowledge that the information you provide to Telkom for purposes of registering an Account may be used for the following purposes, *inter alia* (and in addition to determining whether or not an Account may be allocated to you), (i) to assist Telkom in selecting and allocating suitable Tasks and/or surveys for your completion, (ii) determining whether you are eligible to enter into competitions and, if so, which competitions may be made accessible to you, or (iii) determining whether you may log a request for support. For clarity, failure to provide certain information at registration may limit what you can do on

the Web Application.

- 5.2 If you are under the age of 18 (eighteen) years ("**Minor**"), your access to the Web Application may be restricted to what is suitable for Users who are Minors. Furthermore, as part of the registration, you will be required to obtain express consent from your parent or legal guardian who will be required to provide certain personal information about you and themselves and such information will be held and used in accordance with any consent obtained from you and the terms of our Privacy Policy. *If you are a Minor under the age of 13 (thirteen) years, you are not allowed to create an Account or access or use the Web Application.*
- 5.3 Should it come to our attention that an Account has been registered and allocated to a Minor (who is above the age of 13 (thirteen) years) without the Minor's parent's or guardian's express consent or a Minor who under the age of 13 (thirteen) years and/or that such a Minor's personal information is being processed via the Web Application, due to, for instance, the Minor falsifying its details upon registration of the said Account, we will take reasonable steps to cease any such processing, including deactivating the said Minor's Account. Furthermore, if you notice that we have collected and process personal information of a Minor (who is above the age of 13 (thirteen) years) without the Minor's parent's or guardian's express consent, or a Minor who is under the age of 13 (thirteen) years, please contact us at <https://freedat.co.za/support> or via this support e-mail **Freedatsupport@telkom.co.za** and we will take reasonable steps to cease any such processing.
- 5.4 We encourage parents and legal guardians to monitor their children's use of the Service and to help enforce these Terms by instructing their children to never provide personal information on the Web Application without the express consent of their parent or legal guardian.
- 5.5 By registering an Account, you represent and warrant that you have the legal capacity, or necessary consent from your parent or guardian, to enter into a binding contract with Telkom.
- 5.6 You fully indemnify and hold us harmless from any liability resulting from us relying on any inaccurate information provided by you, including any registration information. Furthermore, if you provide any information which is inaccurate or outdated, or if we have reasonable grounds to question the truthfulness of the information provided, or if we determine that you have created multiple accounts, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of our Web Application (or any portion thereof).
- 5.7 You may only sign up for one Account with us. Creation of more than one account will result in immediate removal from our database of registered Users.
- 5.8 There is no charge for registering an Account.
- 5.9 The Web Application is zero-rated (i.e., the Web Application can be accessed without using mobile data) for Telkom network Users and for all other Users, standard data charges will apply for their use of the Web Application.
- 5.10 Upon registration, you will be allocated an Account, a username and password to access the Web Application, which shall be solely for your use and you are to keep these details strictly confidential at all times. Your username and password ("**Registration Details**") are for your sole, personal use. You may not allow other persons to use your Registration Details, and you may not transfer your Account to any other person or entity. You are responsible for logging out if your computer or mobile device is accessible to others as a means to prevent unauthorised access.
- 5.11 You are responsible for safeguarding the Registration Details you use to access the Web Application and agree to be fully responsible for activities or transactions that relate to your Account or Registration Details. You must notify Telkom immediately if you learn of an unauthorised use of your Account or Registration Details.
- 5.12 We may suspend or cancel your Account immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

- 5.13 You can cancel / deactivate your Account at any time.
- 5.14 The suspension or cancellation of your Account and your right to use the Web Application shall not affect your or our general statutory rights or liabilities.

6 DATA PROTECTION

Your right to privacy and security is very important to us. Telkom will adhere to the Privacy Policy to ensure that your personal information which is obtained through the use of the Web Application is kept private and confidential.

7 NATURE OF TASKS

- 7.1 The User will, from time to time, be given the opportunity to participate in one or more of the following tasks –
- 7.1.1 Watch video advertisements;
- 7.1.2 View image advertisements;
- 7.1.3 Rate advertisements (by liking or disliking same);
- 7.1.4 Answer quiz questions in relation to Clients' products or services as advertised; and
- 7.1.5 Participate in surveys.

8 ALLOCATION AND COMPLETION OF TASKS

- 8.1 From time to time, registered Users will receive notifications from Telkom via the Web Application inviting them to participate in a Task.
- 8.2 Your number of Experience Points, *inter alia*, earned will determine the Tasks, including the number thereof, you are allocated to complete.
- 8.3 Registered Users who agree to complete a Task may, as applicable, access the Task by clicking on and viewing the advertisement, rating the product or service advertised, answering related quiz questions, or completing the available survey.
- 8.4 Only those registered Users who meet all of our / the Client's requirements or criteria for the Task will be linked to the Task. Those Users who then complete the Task and whose completed Task results are validated by Telkom will be entitled to receive incentive credits as further outlined under clause 14 of these Terms and Conditions.

9 COMPETITIONS

- 9.1 Telkom will, from time to time, allow Users to participate in competitions on the Web Application. All competitions will be subject to separate terms and conditions, which will be accessible via the Web Application.
- 9.2 If you are a Minor (and have not been emancipated), then You may only participate in a competition with the authority and assistance of your parent or legal guardian.

10 AVAILABILITY AND USE OF THE WEB APPLICATION

- 10.1 We cannot guarantee that the Web Application will be available at all times, nor that it will be error or fault-free and, from time to time, access may be restricted to allow for repairs, maintenance or the introduction of new facilities or functionality.
- 10.2 Telkom grants you a revocable, non-transferable, non-sub-licensable, non-exclusive licence

to access and use the Web Application (including any updates or upgrades) and to access and the service available via the Web Application on a compatible mobile device owned and/or lawfully controlled by you, for your personal use. This licence is not exclusive and Telkom will also be entitled to allow other Users to access and use the Web Application. The licence is limited to you alone and cannot be transferred by you to a third party.

10.3 **You acknowledge and agree that:**

10.3.1 **all information on the Web Application is provided "as is" and should not be treated as professional or legal advice of any kind, and you must seek independent professional advice prior to taking any action based on the contents of the Web Application;**

10.3.2 **any claims relating to the license to the Web Application, possession or use of the Web Application are between you and us including any claim that the Web Application fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and**

10.4 We may at any time refuse to provide the Service and/or the Web Application to anyone at our own discretion.

11 RELATIONSHIP BETWEEN TELKOM AND USERS

You acknowledge that you are accessing and using the Web Application, and/or participating in the Tasks in the capacity of an independent contractor, and no agency, partnership, joint-venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms and Conditions.

12 ACCEPTABLE USE POLICY OF THE WEB APPLICATION

12.1 **Access to the Web Application is permitted only in accordance with these Terms and Conditions. Without limiting any rights of Telkom as set out elsewhere in these Terms and Conditions, we reserve the right to suspend or terminate your access to and use of the Web Application, or any part thereof, without notice, under the following circumstances –**

12.1.1 **any breach of these Terms and Conditions which is brought to our attention;**

12.1.2 **if you have provided us with any false information;**

12.1.3 **if you have not completed all Tasks truthfully and/or accurately;**

12.1.4 **if you have failed to safeguard your Registration Details; and**

12.1.5 **if you have allowed a third party to use your Registration Details.**

12.2 You agree that you will not use the Web Application to do any of the following –

12.2.1 upload files that contain viruses, corrupted files, or any other similar software that may damage the operation of the Web Application or another's computer;

12.2.2 upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party;

12.2.3 abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other users;

12.2.4 post a review or rating unless such review or rating contains your independent, honest,

- genuine opinion;
- 12.2.5 use the Web Application for any purpose or in any manner that is in violation of national, or international law;
 - 12.2.6 publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, incitory, threatening or unlawful materials or information;
 - 12.2.7 impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your Account;
 - 12.2.8 post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited;
 - 12.2.9 restrict or inhibit any other user from using and enjoying the Web Application;
 - 12.2.10 imply or state that any statements you make are endorsed by us, without our prior written consent;
 - 12.2.11 reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Web Application, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Web Application in any manner, or attempt to do any of the foregoing;
 - 12.2.12 remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us;
 - 12.2.13 upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
 - 12.2.14 upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18 (eighteen), in an abusive, violent or sexual manner;
 - 12.2.15 register to use the Web Application under different usernames or identities, after your Account has been suspended or terminated; and/or
 - 12.2.16 mirror or archive any part of the Web Application or any content or material contained on the Web Application without our written permission.

13 USER CONTENT

- 13.1 You are responsible for submitting accurate User Content. You are also responsible to obtain, where relevant, third party's approvals, consents, and/or authorisations for your and our use of your User Content. Your User Content may become publicly available and shared with third parties including, but not limited to, our Clients. **Telkom will not be liable for and expressly disclaims any liability arising from your breach of this clause 13.1.** You hereby acknowledge that Telkom is the proprietor of and bear all intellectual property and other proprietary rights in and to all User Content when you submit same to the Web Application and you hereby assign such rights to us without restriction.
- 13.2 You are solely responsible to ensure that your User Content, and our use of it according to these Terms and Conditions, will not infringe any third parties' intellectual property rights. We do not and cannot review all User Content and We accept no liability whatsoever for your User Content. We have the right, but not an obligation, to delete, remove, or edit your User Content, which we, at our sole discretion, deem to: (a) violate these Terms and Conditions; (b) violate intellectual property rights; or (c) be abusive, defamatory, obscene, or otherwise unacceptable.

14 ACHIEVING REWARDS

- 14.1 In consideration for your (i) participation in one or more qualifying activities as defined on the Web Application; and (ii) completion of Tasks, you will receive both –
- 14.1.1 Experience Points; and
- 14.1.2 T-coins, to be credited onto your e-Wallet.
- 14.2 The information about the number of T-coins that you may earn for your participation in and successful completion of a Task (to the satisfaction of Telkom) will be displayed to you on the Web Application. Telkom reserves the right to, from time to time, change the number of T-coins applicable to different Tasks (e.g. Telkom may, in its sole and absolute discretion, decide to allocate bonus points for certain Tasks) – however, any such changes will be communicated to you in advance.
- 14.3 If Telkom is satisfied that you have successfully completed a Task, your e-Wallet will be credited with such T-coins.
- 14.4 You may not sell, issue, exchange, barter or redeem T-coins for cash. T-coins in your e-Wallet can only be redeemed on the Web Application as indicated in the Web Application, including for (i) various items such as airtime, data, electricity vouchers, etc., or (ii) for vouchers for use at our partners' outlets, as displayed on the Web Application; or (iii) participation in various competitions advertised on the Web Application. You may not exchange or sell any other goods or services for T-coins.
- 14.5 The T-coins you have earned for your participation in and completion of a Task are personal to you and you cannot transfer them to anybody else.
- 14.6 The T-coins you have earned may be used to acquire goods and services which are available on the Web Application.
- 14.7 Telkom may impose a partial or complete restriction on the availability of any goods or services in exchange for loyalty credits during any specific period. Telkom shall give notice to Users at least 20 (twenty) business days before the beginning of such period.
- 14.8 Each T-coin shall be valued at 1 (one) South African cent – however, Telkom may, from time to time, have promotional periods where Users may receive bonus points.
- 14.9 **Your T-Coins will be valid and redeemable for as long as you remain active on the Web Application. However, your T-Coins will still remain valid for a period of 6 (six) months after your Account becomes inactive (i.e. if you have not logged into your Account). Any T-Coins not redeemed by you after that period of 6 (six) months passes, may be revoked by us without liability to you.**
- 14.10 If you breach the Terms and Conditions, you may lose all the T-coins or incentives which you have earned. **We do not accept any liability to you in relation to the T-coins you have earned.**

15 CHAT FACILITY

- 15.1 To enrich your experience on the Web Application, the Web Application is equipped with a chat/messaging facility, which is a zero-rated peer-to-peer communication method ("**Chat Facility**"). Please note that because the Chat Facility is zero-rated, only text messages and emoji's (and not photos or videos) can be exchanged on the Chat Facility.
- 15.2 To utilise the Chat Facility, both Users exchanging messages have to be registered on the Web Application. The Web Application enables Users to search for each other using their mobile numbers, and can start messaging each other. Once Users start messaging each other, their mobile numbers will then automatically be added onto both Users' contact lists.

- 15.3 The User undertakes to use the Chat Facility in accordance with the defined use purpose and limitations and in a manner consistent with both these Terms and Conditions and provisions of currently applicable law.
- 15.4 The User understands and is familiar with the technical requirements to use the Chat Facility and has no objections in respect thereof.
- 15.5 Telkom reserves the right to access your Account for the technical and administrative purposes and for security reasons. The information obtained in such a manner shall not be processed or made available to any third parties unless required by the user or the provisions of law.
- 15.6 Any misuse of the Chat Facility or violation of these Terms will result in your Account being suspended and/or terminated.
- 15.7 You agree not to –
- 15.7.1 use the Chat Facility for any illegal activities, including to buy or sell illegal drugs, contraband, counterfeit goods, or illegal weapons;
- 15.7.2 send unsolicited communications or communication deemed to be a spam on the Chat Facility; or
- 15.7.3 harass or bully other Users of the Chat Facility.
- 15.8 **You acknowledge that Telkom cannot review Content exchanged on the Chat Facility and cannot therefore be responsible for such Content, use or consequences thereof.** By operating the Chat Facility, Telkom does not represent or imply that it endorses the Content posted there, or that it believes such Content to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary when using the Chat Facility. You acknowledge that Users on the Chat Facility may share Content that is offensive, indecent, or otherwise objectionable, as well as Content containing technical inaccuracies, typographical mistakes, and other errors. **Telkom disclaims any responsibility for any losses or damages resulting from the use by of the Chat Facility.**
- 15.9 By utilising the Chat Facility, you agree to the terms and conditions set forth under this clause 15.9 –
- 15.9.1 use of the Chat Facility is entirely at your own risk;
- 15.9.2 you are responsible for the Content you share with other Users using the Chat Facility and any consequences that flow from such Content;
- 15.9.3 if you breach any provision of the Terms in any way, we may delete, remove or edit any or all of your Content;
- 15.9.4 **we reserve the right to report details of any behaviour reported to us which is indicative of the commission of any offence against any person, particularly children, to the relevant authorities including the South African Police Service;**
- 15.9.5 **Telkom will not be liable for any errors or omissions in any Content or for any loss or damages incurred as a result of the use of any Content accessed through the Chat Facility;**
- 15.9.6 **you acknowledge that Telkom may moderate such Services and take reasonable steps as are necessary to ensure that such services are not being used by any person for the purpose of the commission of any offence against children;**
- 15.9.7 **you may report suspicious behaviour by any User to us via following e-mail address:**

Freedatsupport@telkom.co.za; and

15.9.8 **Telkom makes no guarantee and does not give warranty of any kind whatsoever (whether express or implied) in relation to your access to the Chat Facility or any participation in any activities relating thereto. Telkom shall not be liable for any loss or damage (whether direct, indirect, consequential, financial or otherwise) arising from your participation in (or in connection with) the Chat Facility, including removal or failure to remove Content posted on the Chat Facility.**

15.10 A User may file a complaint to Telkom for any breach of these Chat Facility terms of use by other Users using our reporting facility on the Web Application or by e-mailing us on Freedatsupport@telkom.co.za. Any complaints received shall be reviewed by Telkom to determine whether there is a breach of these terms of use and whether any action needs to be taken. If it is determined that a User has violated these Chat Facility terms of use, Telkom may remove the offending content, terminate the offending User's Account, and/or notify law enforcement.

16 DEREGISTRATION OF AN ACCOUNT

16.1 Once you have registered as a User and an Account has been allocated to you, you may opt-out (including, without limitation, from receiving Task participation invitations, newsletters or communications) at any time by –

16.1.1 following the "unsubscribe" procedures described on the Web Application or contained in an e-mail received from us or any other means as may be made available to you by us, including automated means; or

16.1.2 sending an email to us at Freedatsupport@telkom.co.za, requesting us to deregister your Account.

16.2 We will use reasonable efforts, as required by law or regulation, to respond to each e-mail request within a reasonable period of time after receipt. Upon termination of your Account, your contact information will be removed from all our communication or contact lists. Please note, however, that it may take a few days to complete the removal and during such time, You may receive messages from us which were created or compiled prior to your opt-out.

17 WE MAY MONITOR YOUR COMMUNICATIONS

Subject to the provisions of the Regulation of Interception of Communications and Provision of communication-related Information Act of 2002 ("**RICA**"), you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications you send or post to using the Web Application. You also agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the Electronic Communications and Transactions Act of 2002 and in RICA.

18 LINKS TO AND PLUG-INS FROM OTHER WEB SITES OR MEDIA.

Links (such as hyperlinks) from the Web Application to and plug-ins from sites or applications owned, operated or controlled by third parties (collectively, "**Third Party Sites**") do not constitute the endorsement by Telkom of the Third-Party Sites or their Content. Such links and plug-ins are provided as an information service, for reference and convenience only. Telkom does not control any Third-Party Sites and is not responsible for their Content. It is your responsibility to evaluate the Content and usefulness of the information obtained from Third Party Sites. The use of any Third-Party Site is governed by the terms and conditions of use and privacy policy of that Third-Party Site. **You access Third Party Sites at your own risk. Telkom expressly disclaims any liability arising in connection with your use and/or viewing of any Third-Party Sites, and you hereby agree to hold Telkom harmless from any liability that may result from Third Party Sites.**

19 MOBILE DEVICE REQUIREMENTS (WHERE THE WEB APPLICATION IS ACCESSED USING A MOBILE DEVICE)

- 19.1 Telkom does not warrant that the Web Application will be compatible with nor that it will operate with every type of mobile device. Telkom will provide you with information on suitable types of mobile devices at your request.
- 19.2 You acknowledge that the display, layout, look and feel of the Content of the Web Application may differ depending on the mobile device being used to access the Web Application.
- 19.3 You acknowledge that, in order for the Web Application to load and/or to function, you are fully responsible for:
- 19.3.1 finding out whether your mobile device is appropriate and compatible with the Web Application; and
- 19.3.2 the continued functionality of the mobile device on which the Web Application is accessed, including for ensuring that the mobile device is (i) in good working order; (ii) at all times updated to run on the latest version of your operating system; and (iii) operating in accordance with the relevant mobile device manufacturer's specifications.
- 19.4 **You are fully responsible for the mobile device that you use to access the Service and we will not be responsible for and disclaim any liability for losses that may arise due to any defect in the mobile device.** You agree that you will (i) not leave your mobile device unattended or accessible in any manner by any third party while you are still logged onto the Web Application; (ii) not save your Registration Details to your mobile device; and (iii) immediately inform Telkom of any fraudulent or unauthorised use of the Web Application by any third party.
- 19.5 If your mobile device is lost or stolen, or is no longer in your ownership or possession, while you are still logged onto the Web Application, you must immediately login to the Web Application through an alternate capable device, and de-authorise your mobile device. **We will not be held liable for any losses from your failure to de-authorise your mobile device.** If you cannot immediately de-authorise your mobile device, then you will notify us that your mobile device is no longer in your ownership or possession at the contact details in clause **Error! Reference source not found.** below.

20 THIRD PARTY TELECOMMUNICATIONS

- 20.1 You acknowledge that (i) Telkom will not be responsible for any mobile operator or service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the Service; and (ii) your mobile device network operator (cellphone service provider) or internet service provider may charge you for accessing and using the Service via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.
- 20.2 You acknowledge that the Web Application and Service may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which Telkom and/or its third party service providers may undertake from time to time, or (d) causes beyond the reasonable control of Telkom and/or its third party service providers which causes are not reasonably foreseeable by Telkom and/or its third party service providers.

21 TERM AND TERMINATION

21.1 Term

These Terms and Conditions shall continue in full force and effect until such time as it is terminated by you or by us.

21.2 Suspension and Termination by Telkom.

- 21.2.1 We may suspend your right to use the Web Application at any time in the event that we believe that you have breached these Terms and Conditions or any policy posted on the Web Application, or if we otherwise find that you have engaged in inappropriate and/or offensive behaviour (collectively, "**Prohibited Conduct**").
- 21.2.2 If you breach these Terms and Conditions, we will provide you with written notice of your breach, which will be sent to the email address you provided to us during registration, and you will have a period of 5 days to **remedy** your breach. If you do not remedy your breach within the 5-day period, we may terminate these Terms and Conditions immediately on written notice to the you.
- 21.2.3 In addition to suspending and/or terminating your registration as a User, we reserve the right to take appropriate legal action, including without limitation pursuing civil and/or criminal recourse. When terminating your registration, Telkom may delete your profile and all the information in it.
- 21.2.4 Telkom may also terminate these Terms and Conditions: (i) immediately on written notice to you at the physical or email address you provided to us during registration if we are required to for legal reasons; or (ii) by giving 30 days' prior written notice to you at the physical or email address you provided to us during registration.

21.3 Termination by You.

You may cancel these Terms and Conditions by giving us 30 (thirty) days' prior written notice to the address set out in clause 28.

22 **INTELLECTUAL PROPERTY RIGHTS**

- 22.1 Telkom is the owner of the Web Application and so it retains all right, title and interest in and to the Web Application and all related documentation and proprietary products. As noted above, Telkom is also the owner of all User Content submitted by you.
- 22.2 The license granted to you in terms of clause 10.2 above is subject to the following restrictions which you agree to: Except as expressly permitted by these Terms and Conditions, you agree not to, nor will you allow any third party (whether or not for your benefit) to:
- 22.2.1 run, rent, lease, loan, or sell access to the Web Application or Service;
- 22.2.2 decompile or reverse engineer or attempt to access the source code of the software underlying the Web Application or Service;
- 22.2.3 copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any Telkom intellectual property;
- 22.2.4 use the Web Application to build products or services using similar ideas, features, functions, interface or Content made available through the Web Application;
- 22.2.5 use any aspect of the Web Application by any means other than as permitted in these Terms and Conditions;
- 22.2.6 circumvent, disable or otherwise interfere with the Web Application's security related features or any other features that prevent or restrict use or copying of any Content, protect sensitive or confidential data or enforce limitations of Web Application use; or
- 22.2.7 delete the copyright and other intellectual property rights notices posted on the Web Application.

23 DISCLAIMER OF WARRANTY

23.1 To the fullest extent permitted by law, Telkom does not warrant –

23.1.1 that the Web Application and functionality thereof will meet your requirements;

23.1.2 the proper performance of the Service or Web Application;

23.1.3 that the operation of the Web Application will be reliable, always on time, secure, uninterrupted or error-free; or

23.1.4 that all Web Application errors or defects will be corrected.

23.2 Any information and material downloaded or otherwise obtained through the use of the Web Application is done at your own discretion and risk. You are solely responsible for damage to your computer system or loss of data that results from the download of any such material. No information, whether oral or written, obtained by you from the Web Application will create any warranty not expressly stated in these Terms and Conditions.

23.3 To the fullest extent permissible by law, Telkom disclaims all warranties and conditions with respect to the Web Application and/or Service, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. Telkom makes no warranty as to the accuracy or reliability of the content of advertisements and/or surveys and, in this regard, Telkom shall not be liable or responsible for any guarantees, warranties and representations, if any, made by the Clients in advertisements and surveys. User may report any issues with the content of advertisements and surveys to Freedatsupport@telkom.co.za.

24 LIMITATION OF LIABILITY AND INDEMNITIES

24.1 You hereby indemnify Telkom and Telkom's associates from any losses due to or arising out of your use of the Web Application or your breach of these Terms and Conditions.

24.2 Telkom will not be liable to you for any claims or losses of whatever nature in relation to the Web Application as a result of your or anyone else gaining unlawful access to the Web Application or any of its Content or as a result of Telkom acting on an instruction received from you, including to access your information held with any third party institution.

24.3 Your interaction, correspondence or business dealings with third parties or Users which are referred to or linked from or to the Web Application are entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

24.4 Further, and save to the extent attributable to the gross negligence or willful misconduct of Telkom or any of its employees, you agree that Telkom will not be responsible for and you indemnify Telkom, its directors, employees and agents against and hold them harmless from:

24.4.1 all losses in respect of any claims of whatsoever nature which may be brought against Telkom or which Telkom may suffer or incur as a result of acting or not acting on any instruction received from you in relation to the Web Application;

24.4.2 any unauthorised interception or monitoring of the Web Application;

24.4.3 any unauthorised access (including but not limited to phishing) to your information

displayed on the Web Application or accessed by you as part of the Web Application or any breach of security or any destruction or access to your data or any destruction or theft of or damage to any of your equipment;

24.4.4 **all losses (including, but not limited, to indirect, incidental, consequential loss and damage) caused by or arising from your use of or your inability to use the Web Application and/or your breach of these Terms and Conditions, to the extent that it is permissible for you to give this undertaking in law;**

24.4.5 **any infringement of any intellectual property rights by you;**

24.4.6 **all losses incurred as a result of unauthorised access to or alteration of your information and/or any third-party information provided by you or any third party pursuant to these Terms and Conditions;**

24.4.7 **all losses arising from relying on any information obtained by you through use of the Web Application;**

24.4.8 **all losses, including losses for unauthorised access to your confidential and/or personal information, incurred as a result of the malfunction, failure or unavailability of the Service, the Web Application or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, pandemic or any other event beyond Telkom's control;**

24.4.9 **all losses incurred as a result of your failure to comply with the security obligations contained in these Terms and Conditions;**

24.4.10 **all losses incurred as a result of your failure to obtain any relevant consents, authorisations or permissions in respect of any user content submitted to us;**

24.4.11 **losses incurred as a result of the Web Application being degraded or during the maintenance of the Web Application;**

24.4.12 **losses caused by or arising from the unavailability of, any interruption in or your access to the Web Application (either in part or as a whole) for any reason whatsoever; and/or**

24.4.13 **losses incurred as result of any inaccuracies in the Web Application.**

25 CHANGES TO THESE TERMS

25.1 We may make changes or updates to these Terms and Conditions from time to time. We may do this by posting the updated Terms and Conditions on the Web Application, or by sending you an email or text message (SMS). In the event that you proceed to use the Web Application after such notification has been posted via the Web Application or where you have been notified via email or SMS, you agree that you will be deemed to have accepted the amended Terms and Conditions.

25.2 Without limiting clause 25.1, you will be allowed to cancel these Terms and Conditions in the event that you do not accept any material changes made by Telkom to these Terms and Conditions or the Service, by written notice to Telkom to be given within 7 (seven) days of the change taking effect. In such case, you must immediately stop using the Web Application. If you do not notify us of your intention to cancel these Terms and Condition within the 7 (seven) day period, we can assume that you have accepted the amended Terms and Conditions.

26 LAW AND JURISDICTION

- 26.1 The laws of the Republic of South Africa govern these Terms and Conditions and your use of the Web Application.
- 26.2 You further consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division (Johannesburg) in respect of disputes which may arise out of your use of the Web Application and these Terms and Conditions.

27 GENERAL

- 27.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 27.2 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 27.3 Any failure on the part of you or us to enforce any right in terms hereof shall not constitute a waiver of that right.
- 27.4 Any provision in these Terms and Conditions which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* (as if it were not written) and severed from these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions.

28 DOCUMENTS AND NOTICES

- 28.1 We choose the following address for all communication purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature:

Email: Legalservices@telkom.co.za

Or via Registered Mail: The Hub, 61 Oak Ave, Highveld Techno Park, Centurion, 0157
Attention: Telkom Legal Services

You choose the email address and physical address you provide us at the time of registration as your address for all communication purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature.

29 CONTACT US

Should you wish to raise any questions or complaints in connection with these Terms and Conditions, you can contact us by e-mail at Freedatsupport@telkom.co.za.

DISCLOSURES REQUIRED BY THE ECT ACT

ACCESS TO AND USE OF THE WEB APPLICATION AND/OR SERVICE AVAILABLE ON OR THROUGH THE WEB APPLICATION IS CLASSIFIED AS AN "ELECTRONIC TRANSACTION" IN TERMS OF THE ECT ACT AND THEREFORE YOU HAVE THE RIGHTS DETAILED IN CHAPTER

VII OF THE ECT ACT AND WE HAVE THE DUTY TO THE DISCLOSE THE FOLLOWING INFORMATION:

OUR FULL NAME AND LEGAL STATUS: TELKOM DIGITAL SOLUTIONS PROPRIETARY LIMITED, A COMPANY INCORPORATED IN TERMS OF THE LAWS OF THE REPUBLIC OF SOUTH AFRICA, WITH REGISTRATION NUMBER 2019/087409/07.

STREET ADDRESS: THE HUB, 61 OAK AVE, HIGHVELD TECHNO PARK, CENTURION, 0157

POSTAL ADDRESS: PRIVATE BAG X881, PRETORIA, GAUTENG, 0001

PHYSICAL ADDRESS FOR RECEIPT OF LEGAL SERVICE: THE HUB, 61 OAK AVE, HIGHVELD TECHNO PARK, CENTURION, 0157

MAIN BUSINESS: INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

WEBSITE ADDRESS: [HTTPS://WWW.TELKOM.CO.ZA](https://www.telkom.co.za)

GOVERNING TERMS OF USE: THESE TERMS AND CONDITIONS

