

# IP VOICE TERMS AND CONDITIONS

## 1. INTRODUCTION

1.1 These terms and conditions, as amended by Telkom from time to time, are applicable to the provision and use of the IP Voice Service which is provided by Telkom to Customers. The IP Voice Service is provided by Telkom in terms of, and subject to:

- 1.1.1 the ECA;
- 1.1.2 Telkom's ECS licence issued in terms of the ECA;
- 1.1.3 these terms and conditions;
- 1.1.4 Telkom's Standard Terms and Conditions for the Provisioning of Electronic Communications Services and Products

1.2 In the event of a conflict arising between the provisions of any of the above documents, the order of precedence shall apply as listed in 1.1.1 to 1.1.4.

## 2. INTERPRETATION

2.1 In these terms and conditions, unless inconsistent with or otherwise indicated by the context, the following words and terms shall have the meanings ascribed to them below:

- 2.1.1 Activation: means the processes undertaken by Telkom to enable a Customer to communicate, by making use of the IP Voice Service;
- 2.1.2 Activation Date: means the date on which Activation takes place;
- 2.1.3 Broadband access – means a Fibre/DSL/3G/4G/LTE-access that is used to access data on any networks
- 2.1.4 Business Day: means any day, other than a Saturday, Sunday or official public holiday in the Republic of South Africa between 07:00 and 16:30;
- 2.1.6 Concurrent Session: means the existence of multiple open ports per username or account at any given time;
- 2.1.7 Customer: means a person who has applied for a IP Voice Service and who receives such service from Telkom pursuant to an application, and shall also include an applicant for a IP Voice Service, who will be liable for the payment of the IP Voice Service Charges associated with the IP Voice Services and for compliance with these terms and conditions;
- 2.1.8 ECA: means the Electronic Communications Act, 36 of 2005;
- 2.1.9 ECS: means Electronic Communications Service as defined in the ECA;
- 2.1.10 ECNS: means Electronic Communications Network Service as defined in the ECA;
- 2.1.11 IM: means Instant Message, a real-time, text-based communication medium similar to chat, as utilised in some social networking environments.

- 2.1.12 CPE: customer premise equipment, is a the device used by customer to access the IP Voice service
  - 2.1.12 In-bundle; means usage, bandwidth or storage within a usage limit communicated to the Customer in the product definition;
  - 2.1.13 International Data: means data used to access international Internet protocol addresses;
  - 2.1.14 IP Address: the Internet protocol address of a device connected to the Internet;
  - 2.1.15 **MAC address** – Stands for "Media Access Control Address," A MAC address is a hardware identification number that uniquely identifies each device on a network. The MAC address is manufactured into every network card, such as an Ethernet card or Wi-Fi card, and therefore cannot be changed.
  - 2.1.16 SIP means Session Initiation Protocol.
  - 2.1.17 Telkom: means Telkom SA SOC Limited, a listed company duly incorporated in the Republic of South Africa, with registration number 1991/05476/30 and with its registered office at Telkom Park, 61 Oak Avenue, Highveld, Techno Park, Centurion 0157
  - 2.1.18 IP Voice Service Charges: means the amount(s) levied for the provisioning of the IP Voice Service;
  - 2.1.19 IP Voice Service: means a Telkom service consisting of those IP Voice Service Offerings as contained in the relevant application for such service and provided under and in terms of Telkom's ECS licence and these terms and conditions;
  - 2.1.20 IP Voice Service Offerings: means the voice service, provided by Telkom under and in terms of its ECS licence and these terms and conditions;
  - 2.1.21 IP Voice Website means the website with address [www.telkom.co.za](http://www.telkom.co.za);
  - 2.1.22 Add-on services: refer to services that you can purchase from Telkom in addition to your existing IP Voice product.
  - 2.1.23 Apps: means applications. Applications are a type of software that runs on the internet through devices such as computers, tablets,
- 2.2 The clause headings in these terms and conditions are for the purpose of convenience only and shall not be taken into account in the interpretation of, nor modify, these terms and conditions. Unless inconsistent with, or a contrary intention clearly appears from the context, words importing any reference to a gender includes the other genders, any reference to the singular includes the plural and vice versa, and any reference to natural persons includes legal persons and vice versa.
- 2.3 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.4 Words and expressions defined in any clause or sub-clause shall, for the purposes of that clause or sub-clause, bear the meaning assigned to such words and expressions in that clause or sub-clause.
- 2.5 Where any period of days or Business Days is to be calculated from a particular day in terms of these terms and conditions, such period shall be calculated as excluding such particular day and commencing on and including the day or Business Day thereafter. If the aforesaid calculation pertains to days, and the last day falls on a day which is not a Business Day, the last day shall be the next succeeding Business Day.

- 2.6 No rule of construction shall be applied to the disadvantage of a party because that party was responsible for or participated in the preparation of these terms and conditions or any part of it.

### **3. ACTIVATION AND PROVISIONING OF THE IP VOICE SERVICE**

- 3.1 Subject to clause 3.2 below, Telkom will activate the IP Voice Service on the date of application, unless a Customer requests a specific Activation Date after the application date, while on migration the customer shall have 7 days to register on the portal and activate the service.
- 3.2 Billing will however only commence from the date on which the IP Voice Service was actually activated and available for use by the Customer.
- 3.4 Telkom shall not incur liability for any failure of a Customer to access his IP Voice account in the event that the Customer did not arrange for a suitable access medium.
- 3.5 The Customer shall be responsible for the provisioning, configuration and maintenance of all of the Customer's equipment and software, including (without limitation) computer hardware equipment, electronic communications equipment and modems necessary and required by the Customer to use the IP Voice Service, and specifically the installation of Internet security software. This rule shall apply to Telkom provided CPE's
- 3.6 The IP Voice service is depended on the Internet service, Telkom shall not be held liable for temporary interruptions in the provision of the IP Voice Service.
- 3.7 No concurrent session will be allowed on the network (two devices with the same SIP credentials). Lodi to advice on the impact
- 3.8 No Emergency calls
- 3.9 The device cannot be returned
- 3.10 Only selected modem are complaint
- 3.11 On power failure, it takes 40 seconds to cut the call

### **4. IP VOICE SERVICE OFFERINGS**

The different IP Voice Service Offerings and the relevant charges are set out on the IP Voice Website. The IP Voice Service Offerings and charges may be amended by Telkom from time to time.

#### **4.2 Usage**

##### **4.2.1 Subscription**

- Consumer customer can subscribe up to 5 services while business customers can subscribe up to 10 services, each subscription will be charged
- The first service number is free for Telkom broadband access (ADSL, VDSL, FTTH, 3G/LTE and Telkom 3<sup>rd</sup> Party Access, any additional service will at the cost

##### **4.2.2 Minutes of use**

- IP Voice Service shall be prioritised for either home or business customer use.
- Usage shall not be subject to shaping technologies but usage that is prioritised within the overall pool of usage data from IP Voice to ensure maximum throughput and minimal latency.

- Grey customer shall have to request their ISP to prioritise IP Voice
- All existing Minutes of use charges, calling plan charges (Excluding line rental) will be applicable on the IP Voice service numbers
- No call charges will be zero rated unless part of one of the calling plans and will reside within the business rules of such calling plan

#### **4.3 Add-On Services (Not available to 1 GB customers)**

- Only one Add-on Service can be purchased within a 30 calendar day period.
- Add-on services purchased in a particular month will be available for 30 calendar days from the date of activation. Add-on services purchased cannot be refunded or exchanged for cash
- It is the Customers' responsibility to ensure that any Add-on promotions are activated on their accounts before making use of any services that are provided free as part of the Add-on. If an Add-on is not active, any data used to relate to the Add-on will count towards the customer's quota, and Telkom will not be liable to refund any data. Customers can verify which Add-ons are active on their account by logging on <https://customerportal.telkomsa.net/portal/overview/>
- 4.3.1 Existing Calling plans are applicable

#### **4.4 Value Added Services:**

- Voicemail
- Blockcall Plus
- Block Call Exchange Controlled
- Call Forwarding
- Speed Dial
- Urgent Call
- Call Waiting
- CLIR

### **5. MIGRATION**

- 5.1 Subject to clauses 5.2 Customers may migrate between different broadband services, namely from PSTN, Fibre Voice to IP Voice
- 5.2 Any migration between such voice services must be done in accordance with the procedures determined by Telkom in this regard from time to time, as set out on the IP Voice Website.
- 5.3 Telkom shall not be liable for any consequences, including but not limited to any damages suffered or losses accrued by a Customer, whether direct or indirect, resulting from a decision by a Customer to migrate from one predefined voice service package to another.

### **6. CONCURRENCY**

- 6.1 When a Customer purchases an IP Voice Service Offering, there is a maximum number of Concurrent Sessions associated with the particular IP Voice Service Offering, as set out on the IP Voice website.
- 6.2 The number of Concurrent Sessions per IP Voice Service offering may be amended by Telkom from time to time.

### **7. SUPPORT SERVICE**

- 7.1 Telkom shall, as and when specifically requested to do so by the Customer, render such consultation and support services to the Customer pertaining to the identification and, if possible, solution of problems encountered by the Customer about the IP Voice Service rendered to the Customer.

## **8. IP VOICE SERVICE CHARGES**

- 8.1 Telkom will levy IP Voice Service Charges in accordance with the rates as determined by Telkom from time to time subject to Telkom's ECS licence conditions, or any other applicable licences, laws or regulations which may apply from time to time.
- 8.2 The IP Voice Service Charges are available on the IP Voice Website and may be amended by Telkom from time to time.

## **9. BILLING**

- 9.1 Telkom will commence to bill a Customer for the IP Voice Service upon Activation.
- 9.2 Telkom will periodically provide a Customer, usually on a monthly basis, with an invoice for the amounts payable by the Customer in respect of the IP Voice Service rendered. The Customer remains liable for payment in respect the aforementioned IP Voice Service, irrespective of whether an invoice has been received by the Customer.
- 9.3 Billing will not be effected on a pro rata basis
- 9.4 Upon Activation, a Customer will be billed for the full first month, irrespective of when in the particular month the IP Voice Service was activated, and thereafter on a monthly basis.
- 9.5 Notwithstanding the provisions of clauses 9.3 and 9.4 above, Telkom may, at its own discretion, issue a Customer an account outside of the normal billing cycle, and/or demand immediate payment of any amounts due by a Customer.
- 9.6 An account rendered by Telkom to a Customer as contemplated in this clause 9 is prima facie proof of the amount due by the Customer to Telkom in respect of the IP Voice Service.

## **10. PAYMENTS**

- 10.1 A Customer is liable for the payment of all charges as reflected in the account rendered by Telkom from time to time (where applicable) in respect of the IP Voice Service.
- 10.2 Amounts are due and payable on or before the due date indicated on the account.
- 10.3 Any amount due by the Customer to Telkom not paid on or before the due date indicated on the account, shall bear interest at a rate not exceeding the maximum rate allowed by the National Credit Act 34 of 2005, compounded monthly, calculated from the date of issue of the account until date of actual payment.
- 10.4 Should the Customer default on its obligations in terms of these terms and conditions, the Customer shall be liable for all costs, including legal costs on an attorney and client scale, and tracing cost and collection commission incurred by Telkom in respect of the enforcement of any obligations of the Customer in terms of this Agreement and in the case of a Consumer, subject to the provisions housed under Regulation 44 (3) (aa) of the CPA.
- 10.5 Should the bank dishonour any payment offered by a Customer to Telkom, Telkom shall be entitled, over and above the dishonoured payment as well as bank charges, to charge, and the Customer shall be obliged to pay, a reasonable administration fee.

## **11. SUSPENSION OF THE IP VOICE SERVICE**

- 11.1 Telkom may from time to time and with notice where possible, suspend the IP Voice Service in any of the following circumstances:
- 11.1.1 non-payment by a Customer of any fees due to Telkom for the Service
  - 11.1.2 during any technical failure, modification or maintenance of either the service or the equipment by means of which the IP Voice Service is provided; or
  - 11.1.3 if the Customer:

- a) fails to comply with the terms and conditions (including failure to pay any charges due),
- b) does or allows to be done anything which, in Telkom's reasonable opinion, may have the effect of negatively affecting the operation of the Telkom network or the provision of services to the Customer or to any other Customer(s) of Telkom.

- 11.2 If a Customer's IP Voice Service is suspended in terms of clause 11.1.1 above, the Customer will be able to reconnect to the IP Voice Service upon payment of a reconnection fee.
- 11.3 Notwithstanding any suspension of service under this clause 11, the Customer shall remain liable for all charges due in respect of the IP Voice Service throughout the period of suspension.
- 11.4 The Customer indemnifies Telkom against any damage, loss, costs or claims which the Customer may suffer or incur arising from the suspension of the IP Voice Service.

## **12. TERMINATION OF THE IP VOICE SERVICE**

- 12.1 Upon termination of the IP Voice Service, Telkom shall disconnect the Customer's IP Voice service from Telkom's electronic communications networks.
- 12.2 After disconnection of the Customer as set out in clause 12.1 above, the Customer shall on demand pay all charges outstanding at the time of disconnection which may be charged by Telkom.
- 12.3 The Customer indemnifies Telkom against any damage, loss, costs or claims which Telkom may suffer or incur arising from the termination of the IP Voice Service.

## **13. RISK**

The Customer subscribes to and uses the IP Voice Service at his own risk.