

Telkom Product-specific Terms and Conditions relating to New Telkom Closer Offers (aligned to SmartVoice)

Telkom Standard Terms and Conditions will also apply and must be read in addition to the business rules below (full details of Standard T&C's can be found on the following link):

http://www.telkom.co.za/sites/documents/telkom_terms_and_conditions.pdf

1. The new Telkom Closer offers will be sold as fixed line replacement calling plan products, aligned to our existing SmartVoice offers insofar value and price points, except for mobile data which will not be included.
2. These offers will be available as standalone or bolt-on offers.
3. Telkom Closer offers will be provisioned on Telkom's copper or fibre infrastructure and can also be bolted on to IPVoice.
4. Provisioning of this service will be dependent on available coverage within the national boundaries of the Republic of South Africa.
5. Telkom will attempt to retain a customer's existing geographic telephone number notwithstanding any prevailing rules that form part of the Numbering Plan regulations (2016).
6. Priority will be given to a voice call, e.g. if a customer is using any data and receive an incoming call or initiate a call, the concurrent data session will slow / shut down for a voice call to be completed.
7. The new Telkom Closer products will be available to all existing and new Consumer/Residential customers only.
8. The new Telkom Closer offers will be available at all participating Telkom and Telkom Direct stores, Telkom Sales channels and dealers, as well as on line (Telkom website).
9. The new Telkom Closer offers do not include any device or hardware and customers may obtain any ICASA approved analogue telephone instrument of their choice.
10. There will be no contract/term linked to these offers and a customer can subscribe to this product on a month to month basis, provided it does not form part of any other pre-bundled offer, which may be governed by a term.
11. All new customers will have a choice to outright purchase a suitable telephone instrument or they may enter into a sales agreement with Telkom to pay off the device of choice.
12. Where a customer has entered into a contract with Telkom, prevailing penalty rules will apply upon premature termination of such a contract and penalties will be calculated on the outstanding amount of device(s)/hardware cost(s) only.
13. In cases where a device is no longer suited for its intended purpose, the customer will be required to purchase a new device – this will exclude any faulty device still under warranty.
14. Acceptable Fair Usage Policy (FUP) of a cumulative total (the sum of) 3000 minutes (50 hours), will apply to the following call types, as specified in the various Telkom Closer value propositions/products:
 - Unlimited fixed line calling to any local mobile network (Vodacom, MTN & Cell-C etc.)
 - Unlimited on-net fixed calls to any Telkom Mobile number
 - Unlimited on-net fixed calls to any Telkom landline number
15. There will be no notifications to an end-user via SMS for any out of bundle usage or for calls that may attract normal call rates.
16. No unused portion of allocated inclusive all net minutes (where applicable) will be carried over from month to month. A customer will thus forfeit any unused portion of their allocated all net minutes at the end of a month (use it or lose it basis)
17. A rate of 0.70c (seventy cents) per minute will be charged on a per second billing methodology for all calls that are chargeable and where it does not form part of a product's inclusive benefits.

18. When a customer request for a change of number (10-digit service number change) for whatever reason, they will forfeit all unused minutes on that account. These minutes will not be transferred to the new service number.
19. When a customer relocates or move (from one physical address to the next), and a new 10-digit number must be issued in accordance with the Numbering Plan regulations (2016) and to comply with Geographic Number Portability regulations (2018), they will forfeit all unused minutes on that account. These minutes will not be transferred to the new service number.
20. Calls terminating on any **local** OLO (other licensed operator's) or VANs (Value Added Network Services), including any other local mobile service provider's network, i.e. Vodacom, MTN & Cell C will be regarded as all net (off-net) minutes.
21. The onus is upon a customer to familiarize themselves with the origin of a geographic/mobile number to establish whether the call would terminate on-net (on Telkom's network) or off-net (any other local network). The following ICASA approved link is in public domain and may be used for this purpose: <https://www.porting.co.za/PublicWebsite/>
22. All international and premium-rated calls (e.g. 0861, **0862, 0865, 0866 and 0867**) shall be excluded and will attract normal call charges applicable at the time.
23. The Telkom Closer Unlimited plan furthermore excludes calls to toll-free, Share Call or Smart Access numbers as well as calls to remotely retrieve Call Answer messages
24. Operator Assisted calls e.g. 1023, 1024, 1026 will be charged at normal rates
25. Special service numbers e.g. Fax to email 088 XXXX, Collect-calls (0020) and Supreme Call will be charged at normal rates
26. Telkom Closer Unlimited Plan and associated benefits may only be used for private or personal use and cannot be used for commercial purposes. This offer is only applicable for person-to-person usage and may not be used for purposes of payphones or call centers. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom shall have the right to immediately suspend the services.
27. In cases of high usage and/or abuse of benefits, Telkom reserves the right to impose a stricter Fair Usage policy on notice to subscribers. Once abuse has been detected and subscribers have been notified; subscribers shall be charged at the then-applicable rates for all calls made.
28. Telkom Closer Unlimited plan benefits may not be used in conjunction with any other promotion included in other Telkom products to generate additional benefits.
29. Telkom reserves the right to revise tariffs and to vary these terms and conditions at any time, without notice or reason. Such changes will be posted on the Telkom website and will be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you, the customer, to review these terms and conditions at regular intervals.
30. The Customer indemnifies Telkom against any damage, loss, costs or claims which the Customer may suffer or incur, arising from the suspension of any of the Telkom Closer voice products.
31. The Customer furthermore indemnifies Telkom against any damage, loss, costs or claims which the Customer may suffer or incur, arising from being misinformed by any agent in Telkom's service or any third-party agent acting on behalf of Telkom.
32. Errors and omissions excepted (E&OE).

Please note that this declaration must be signed in addition to the standard application form.

DECLARATION

I have read, understand and agree to be bound by the terms and conditions as set out above for the Telkom Closer Product/offer of my choice.

The Subscriber acknowledges that he/she accepts full responsibility for the incurred monthly account. The provisions of the subscriber agreement shall be applicable to this annexure as if it is specifically incorporated herein.

Customer:

Signed at _____ on this _____ day of _____ 20 __.

Print Name

Signature

Telkom Representative:

Signed at _____ on this _____ day of _____ 20 __.

Print Name

Signature