

Telkom Product-specific Terms and Conditions relating to SmartVoice Offers

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 SmartVoice offers will be sold as a fixed line replacement product and will be provisioned on Telkom's WCDMA (radio access network) over 3G mobile technology.
2. Provisioning of this service will be dependent on available coverage within the national boundaries of the Republic of South Africa.
3. 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).
4. Priority will be given to a voice call, e.g. if a customer is using their 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.
5. The SmartVoice products will be provided on a single SIM and only one SIM per customer number will be issued.
6. The SmartVoice products will be available to all existing and new Consumer/Residential and Small Business customers.
7. SmartVoice offers will be available at all participating Telkom stores, Telkom Direct stores, Telkom Mobile contact centres, Telkom Direct Sales channels and dealers, as well as on line (Telkom website).
8. These offers are not available as a SIM only option, but based on a pre-bundled plan (device/hardware included), heading point 14 below, and will include the recurring monthly access fee.
9. 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 the customer opts for a desktop device or entry level smartphone and not a router.
10. All new customers will have a choice to outright purchase their desktop device or entry level smartphone or they may enter into a sales agreement with Telkom to pay off their device of choice
11. Unless otherwise specified or advertised, a 24-month contract will automatically apply when a customer opts for/chooses a router.
12. Normal penalty rules will apply upon premature termination of a contract and will be calculated on the outstanding amount of device/hardware cost only.
13. No new device or handset will be provided where change of ownership was concluded, and suitable device/hardware was already provided to the previous applicant.
14. No new device or handset will be provided again, when a customer terminates their agreement, and reapply for the same or a product/service provisioned over the same technology.
15. No new device or handset will be provided where a customer is already operational on the wireless FLLA (Fixed Line Look Alike) 3G/4G network and in possession of a working device.
16. 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.
17. The device or handset, unless purchased, will remain the property of Telkom.
18. Only one device or handset, per application may be provided at no cost to the qualifying customer, with or without a contract (points 9 & 10 above refers).
19. 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 SmartVoice value propositions/products:
 - Unlimited fixed line calling to any national mobile network (Vodacom, MTN &Cell-C)
 - Unlimited on-net fixed calls to any Telkom Mobile number
 - Unlimited on-net fixed calls to any Telkom landline number

20. Telkom will send notifications to an end-user via SMS for data resource depletion at intervals of 50%, 80% and 100%.
21. A customer will be allowed to carry over inclusive unused **data** for a period of one subsequent calendar month from the month within which the allocated data was not used. E.g. if a customer receives 2 GB of data in November but only consumes a portion thereof, the remainder may be carried over for a period of 30 days.
22. The order of consumption for data will first be for any unused portion carried over from the previous month and thereafter against the newly allocated data. In the example given in point 16 above then, in the month of December, the unused November data will first be consumed where after the December newly allocated data will be consumed.
23. 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)
24. Customers will be able to purchase preselected minute and data bundles via a USSD (Unstructured Supplementary Service Data) channel, provided they have sufficient spend limit.
25. Any purchased (top up) bundle of resources, whether for data or minutes will follow the prevailing/governing rules as per the bundle purchased.
26. 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 value proposition's inclusive benefits.
27. A rate of 0.30c (thirty cents) per MB will be charged for each MB (megabyte) of data used, once allocated data has been depleted in full
28. When a customer request for a change of number (10-digit service number change) for whatever reason, they will forfeit all unused resources which have accumulated on that account. These resources will not be transferred to new service number.
29. 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 resources which have accumulated on that account. These resources will not be transferred to the new service number.
30. 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 all be regarded as all net (off-net) network minutes.
31. 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/>
32. 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.
33. The SmartVoice Unlimited plan furthermore excludes calls to toll-free, Share Call or Smart Access numbers and calls to remotely retrieve Call Answer messages
34. Operator Assisted calls e.g. 1023, 1024, 1026 will be charged at normal rates
35. Special service numbers e.g. Fax to email 088 XXXX, Collect-calls (0020) and Supreme Call will be charged at normal rates
36. SmartVoice 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 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.
37. 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.
38. SmartVoice Unlimited plan benefits may not be used in conjunction with any other promotion included in other Telkom products to generate additional benefits.

39. 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.
40. 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 SmartVoice products.
41. 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.
42. 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 SmartVoice 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