

## Terms and Conditions – Telkom Emergency Top Up Service

The following Terms and Conditions are between us, Telkom SA SOC Limited and you, our Customer. It covers your participation in the Telkom Emergency Top Up Service. Please read these Terms and Conditions carefully. By participating in the Telkom Emergency Top Up Service, consent to be bound to the following Terms and Conditions.

### 1. How Telkom Emergency Top Up Service Works

The Telkom Emergency Top Up Service provides qualifying Customers with a Service that allows them to receive an airtime and/or data advance when they run low or out of airtime and/or data. Qualifying Customers may obtain airtime or data bundles on credit and pay it back on their next recharge. This Service ensures that qualifying Customers stay connected even if they run out of airtime and/or data and do not have the option available to them to recharge.

### 2. The Service Period

- 2.1 The Telkom Emergency Top Up Service will be available from April 2020 until such time as Telkom in its sole and absolute discretion elects to discontinue the Service.
- 2.2 Notwithstanding the Service Period, Telkom may, in its sole and absolute discretion, amend the duration of the Service Period, or withdraw the Service in its entirety.
- 2.3 Notices, updates and/or changes to the Service period will be displayed on the Telkom website [www.telkom.co.za](http://www.telkom.co.za).

### 3. Participation in the Telkom Emergency Top Up Service

You qualify to participate in the Telkom Emergency Top Up Service if:

- 3.1 You are a Telkom Pre-paid or a Telkom Top-Up Customer.
- 3.2 You have been active on the Telkom network for 30 (Thirty) consecutive days or more.
- 3.3 You have recharged your account in the last 30 (Thirty) days.
- 3.4 You have completed RICA.

### 4. Telkom Emergency Top Up Service Denominations and Denomination Qualification

- 4.1 The Telkom Emergency Top Up Service will be available to qualifying Customers in various Emergency Airtime and Emergency Data denominations.
- 4.2 The amount of Emergency Top Up Airtime and/or Data that a Customer qualifies for will be determined by the number of recharges on a Customer's account as well as their network risk profile.
- 4.3 The amount of Emergency Top Up Airtime and/or Data that a Customer qualifies for is subject to change.
- 4.4 Qualifying Customers can borrow multiple advances up to the maximum of their qualified amount.

### 5. How to access the Telkom Emergency Top Up Service

- 5.1 The Telkom Emergency Top Up Service is accessible to qualifying Customers via the following options:
  - USSD (by dialling \*180# and selecting the Emergency Top Up option);
  - Telkom Portal; and
  - Telkom App
- 5.2 Qualifying Customers must be registered on the Telkom Portal in order to request the Telkom Emergency Top Up Service from the Telkom Portal.
- 5.3 Qualifying Customers must install and register on the Telkom App in order to request the Telkom Emergency Top Up Service from the Telkom App.

### 6. Fees and Payment

- 6.1 A service fee of R1.10 will be charged per Emergency Top Up transaction.
- 6.2 Telkom may amend the service fee in its sole and absolute discretion without prior notification to customers.
- 6.3 The total amount payable by the qualifying Customer will be the service fee of R1 (One Rand) together with the amount of airtime or data that has been provided to the Customer. The Customer will be liable to pay the total value
- 20.22. A SMS notification will be sent to the customer after requesting the service.
- 21.23. Data usage from the use of Emergency Airtime will be charged at Out of Bundle rate of R0.30.

19.21. Emergency airtime can be used for Voice, SMS and Data transactions.

**Example:** A customer takes R10 (Ten Rand) Emergency Top Up airtime and recharges with R20 (Twenty Rand). Telkom will deduct R10 + R1.10 (Service Fee) = R11.10 (Eleven Rand and ten cents) and the Customer's airtime balance will be R8.90.

6.4 Should the qualifying Customer recharge with a lower denomination than that of the total value owed, the full amount of the recharge will be deducted until the full value of the airtime has been recovered.

**Example:** A customer takes R10 (Ten Rand) Emergency Top Up airtime and recharges with R5 (Five Rand). Telkom will immediately deduct R5 (Five Rand) until the full amount (including the Service Fee) is recovered from the recharges.

6.5 Customers that have an outstanding airtime or data bundle advance who wish to migrate to a Post-paid package will be allowed to do so, and the outstanding balance owed will be added to their Post-paid account.

6.6 Customers who wish to port-out to another Telecommunications provider, will be able to do so when the outstanding Telkom Emergency Top Up Service balance owed (including the Service fee) has been paid in full.

### 7. Limits and Exclusions

7.1 Should a Customer wish to migrate from Pre-paid or Hybrid to Post-paid, the Customer's Emergency Top Up Service will no longer be available.

7.2 If a Customer's account is blocked for any reason or cancelled the Telkom Emergency Top Up Service will no longer be available. In such instances, the Customer must call the Telkom Call Centre by dialling 180 from their Telkom Mobile or 081180 from another phone for enquiries.

7.3 It remains the Customer's responsibility to provide accurate information on the airtime and/or data advance amount that is required. An airtime and/or data advance request cannot be cancelled once it is submitted.

7.3 Telkom reserves the right to terminate the service of any Customer, without notice, if such Customer is involved in any unauthorized, unlawful or fraudulent activity or suspected of any unauthorized, unlawful or fraudulent activity.

7.4 Customers will not be able to perform any SMS and/or MMS bundle purchases using Telkom Emergency Top Up Service.

7.5 Customers will not be allowed to request for the Telkom Emergency Top Up Service when they have reached the maximum value that they have qualified to borrow and have not yet paid the amount owed (including the Service Fee).

7.6 Telkom shall be entitled to terminate the Service of any customer, without notice if such customer is involved in any fraudulent activity or suspected fraudulent activity.

7.7

### 8. General

8.1 Qualifying Customers will not be able to transfer airtime or data from their Telkom Emergency Top Up Service to another customer.

8.2 You consent and agree that we may, from time to time, disclose your (personal) information to third parties responsible for processing Emergency Top Up Service transactions.

8.3 Qualifying Customers will be able to access the Telkom Emergency Top Up Service only when they are in the Republic of South Africa in an area covered by the Telkom network.

8.4 These Terms and Conditions do not supersede any existing agreement between a Customer and Telkom SA SOC Limited or its service providers and are to be read in conjunction herewith.