



Terms and Conditions for SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours:

1. Telkom Standard terms and conditions apply (full details on www.telkom.co.za/terms)
2. Telkom reserves the right to amend this offerings terms and conditions, from time to time. Telkom will place the amended terms and conditions on Telkom's website at the following link: <http://www.telkom.co.za/today/unlimited-broadband>, which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
3. RICA shall apply.
4. A SIM and Connection fee shall apply.
5. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours shall be available on a 24-month deal contract and as a SIM only offer.
6. Customers who sign up for a deal contract shall receive a SIM card and LTE/LTE-A WiFi router with the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours services.
7. Subscription to Telkom's SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours services is subject to the Telkom Mobile LTE network coverage and network availability strictly within the LTE coverage which can be found on Telkom's website at the following URL www.telkom.co.za/today/ucm.
8. Telkom shall not, be held responsible for customers' failure to access the Internet in areas that are not eligible for the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours Wireless service.
9. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service is a fixed wireless broadband service and subscribers will be required to use the service within the location of the physical address supplied during the application process.
10. SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service operate on shared radio resources and Telkom reserves the right to apply restrictions on an unlimited account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications. Telkom will inform abusive subscribers via chosen customer means of communications.
11. A subscriber may not provide network services from their account (for example, you may not use your account to operate as a File Transfer Protocol (FTP server).
12. Telkom's LTE network operates a radio-controlled core network which is a shared radio resource and could from time to time become strained due to radio resource intensive programs. This impacts negatively on other user's broadband experience and/or the performance of Telkom systems or networks. In such instances; Telkom reserves the right to limit such activities should the need arise.
13. Telkom reserves the right to terminate a user from its network if he/she is found to be causing harmful interference to Telkom's network standards.
14. A subscriber may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitively pinging the host.
15. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours can only be used within the borders of South Africa.
16. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours SIM shall not be used for purposes of Server hosting or international bypass. Failure to adhere to these conditions shall be a breach of this product's terms and conditions and Telkom will have the right to immediately suspend the service.

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17. The SIM shall only be used on the device provided as part of the deal on a 24-month contract except in such instances as the device is under repair or being replaced by Telkom and is substituted by another Telkom network approved device.
18. Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected to have occurred.
19. The Multi-SIM and Data Multi-SIM Service will not be allowed on the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours Wireless plans
20. No carry-over to the following calendar month shall apply to the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service and all-inclusive benefits shall reset at the beginning of each calendar month.
21. Telkom's LTE network currently supports voice calls and is activated by default to make and receive voice calls using the standard Plain Old Telephone Service (POTS) handset plugged into voice port (RJ-11) at the back of the LTE/LTE-A WiFi Router.
22. The voice calling out of bundle rate of R0.70 cents per minute (per -second billing) to all-networks applies
23. SMS is enabled for normal usage, notification and balance enquiry.
24. SMS charges shall be set at 50c/SMS and MMS charges shall be set at 50c/MMS
25. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours offer are available through the traditional Telkom owned stores, Direct Sales Force 3rd Party channel and Telkom Online Channel.
26. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours will be available across all LTE TDD 2300 MHz base stations nationally and only where the Telkom coverage map states that this LTE service is available.
27. No SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours products will be supported out of the coverage of the Telkom Mobile LTE TDD 2300 MHz network.
28. Telkom reserve the right to withdraw any of its LTE base stations at any stage from the coverage map. The coverage map shall be updated accordingly on the Telkom website at the following URL www.telkom.co.za/today/ucm.
29. It must be stressed that the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service is a fixed wireless service which must be used in a fixed location and not for mobility. The SmartBroadband Wireless Unlimited All Hours and Off-Peak Hours subscribers shall not be able to roam on Vodacom network.
30. Telkom cannot guarantee service to customers that utilize the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours offers beyond a fixed location and within the Telkom Mobile LTE TDD network footprint.
31. Existing LTE subscribers that wish to migrate to the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service can only do so by submitting their applications via the applicable sales channels.
32. Cancellations of existing LTE orders shall only take place once the customer has received his/her SmartBroadband Wireless Unlimited service having elected to migrate to this offer.
33. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and/or use of the service.
34. Subscribers on the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service shall be able to purchase LTE/LTE-A Once-Off data bundles. In the case of the All Hours service the bundles can be utilized to improve speed once FUP is reached and in the case of the Off-Peak Hours service the bundle can be used to provide service between 19:01pm to 23:59:59am
35. LTE/LTE-A Once-off data bundles which expire within 61 days for Anytime data and within 31 days for Night Surfer data from the date of activation. For the LTE/LTE-A Once-Off data bundle on 3GB + 3GB* shall expire in 14days for both Anytime and Night Surfer bundles.
36. Telkom's LTE network is supported on the 2300MHz TDD Radio frequency spectrum and the experience/speed may vary according to a number of dependencies such as n the wall thickness at your premises, the number of users on the base station, signal strength, terrain (line of sight to tower) and the type of service being accessed on the internet.
37. The SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours products utilize a wireless radio network to provide Broadband service and as such no speeds are guaranteed and service is provided in a strict best effort manner. Factors such as those in point 36 above prevail.

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38. Standard Fair Usage Policy (FUP) applies across both the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours products whereby on the 1st of each month customers will receive 250GB of data that allows for an up to 10Mbps speed and once the 250GB is depleted then an additional 50GB of data is provided at an up to 4Mbps speed and once the 50GB/4Mbps bundle has been depleted the service then provides unlimited data at an up to 2Mbps speed for the remainder of the month. Peer to peer and NNTP type protocols are further speed restricted.
39. The SmartBroadband Wireless Unlimited Off-Peak Hours product will provide service strictly between Midnight – 19:00 pm 7 days per week. The service will not operate from 19:01pm to 23:59:59am, the LTE/LTE-A Once-Off data bundles can be purchased to access service beyond the standard times of operation. LTE/LTE-A Once-Off bundles purchased to provide service and be utilized from 19:01pm to 23:59:59 am to allow internet access.

ACCEPTABLE USE POLICY:

1. Telkom reserves the right to apply restrictions on an unlimited account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
2. Examples of customer behaviour which compromise Telkom's network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer and news servers protocols (NNTP). In the event of such behaviours, Telkom reserves the right to terminate the account of a SmartBroadband Unlimited Wireless customer whose usage is continuously affecting Telkom's network performance. This termination can be initiated by Telkom without warning to the customer.
3. The above controls will be implemented by Telkom in addition to those set out elsewhere in this AUP regarding unlawful behaviour.

MIGRATION RULES:

Customers are permitted to request a migration after 3-months into their 24-month contract.

Upward Migrations: An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package, during the fixed term portion of the agreement.

1. The subscriber may upward migrate without any penalties at any time during the fixed term agreement subjected to the differences in the base subscription.
2. The subscribers shall retain accumulated deal allocations when doing an upward migration.

Please note the following:

A: New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period.

B: When doing migrations from "Base-to-Deal" and "Deal-to-Deal" and "Deal-to-Base", the commitment period shall be set according to the new contract period and the associated terms and conditions.

C: Base refers to the offer or service that is not linked to a device and deal refers to the offer or service that is linked to a device

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Downward migrations: A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package, during the fixed term portion of the agreement.

1. The Subscriber will be liable to pay an admin fee for a downward migration, which will be determined at the time of requesting the migration.
2. Telkom shall, as a downward migration fee, recover the difference in handset/router pricing between the original and the newly selected packages as well as an administration fee.

Please note the following:

A: New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period.

B: When doing migrations from “Base-to-Deal” and “Deal-to-Deal” and “Deal-to-Base”, the commitment period shall be set according to the new contract period and the associated terms and conditions

Discounts that are applicable in the existing products shall not be carried over to the new contract/commitment period.

A: Value added services (VAS) shall only be re-established on customer request and according to the eligibility of the new offering.

B: Customers choosing to migrate to either upward or downward prior to the expiration of the contract/commitment period shall be able to do so; however, admin fees and penalties shall apply where applicable.

The following rules shall apply to existing Telkom mobile customers wishing to move to SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours

Existing LTE customers can migrate to the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service by submitting an application form in the same manner as new customers subject to signing up a new 24-month contract.

1. Existing LTE subscribers that wish to migrate to the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service can only do so by submitting their applications via the applicable sales channel.
2. All existing SmartHome, SmartOffice and Fixed wireline customers shall not be allowed to migrate to the unlimited product however they shall be allowed to apply for the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service as a new service.
3. Normal cancellation and penalty rules shall apply for existing FMC and Fixed wireline customers that opt to cancel their existing FMC/Fixed services. Cancellation requests shall be channelled via normal cancellation channels and processes.
4. Should an FMC and/or Fixed wireline customer choose to keep their existing FMC and /or Fixed wireline services when signing up for the SmartBroadband Wireless Unlimited All Hours & Off-Peak Hours service, they shall receive two separate bills and shall maintain two separate account's.

Early Terminations: Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry date.

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1. The subscriber shall be liable to pay upon early termination or cancellation of the contract, where applicable, any associated costs such as administration charges, outstanding device costs, service charges etc.
2. The early termination/cancellations fee will be calculated at the time of requesting the early termination.

Service Conversions: This refers to scenarios where subscriber wishes to change from the post-paid account to either a hybrid account or a pre-paid option.

1. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number as allocated to, or ported over by Telkom Mobile.
2. When a subscriber converts from a pre-paid product offering to a post-paid product offering, all free resources such as data deals, messaging deals shall be retained.
3. Upon sign-up and activation of a mobile contract, customers shall not be permitted to convert to another offering within a 3-month period.
4. Standard conversions rules shall apply pertaining to conversion of customers on a voice plan to a data plan and vice versa i.e. conversion from a FreeMe5GB to a SmartBroadband Wireless Unlimited All Hours and Off-Peak Hours shall not be supported and vice versa.

Prices are valid at date of print. E&OE.