



## **SmartBroadband 40GB Wireless: 40GB Anytime data + 40GB Night Surfer data**

### **October Big Deal Terms and Conditions:**

1. Telkom Standard terms and conditions apply (full details on [www.telkom.co.za/terms](http://www.telkom.co.za/terms)).
2. Telkom reserves the right to amend these offerings and 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> ; 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. The SmartBroadband 40GB Wireless is an LTE data offer, which includes 40GB Telkom anytime data per month (available on Telkom's network which is non-roaming) and 40GB night surfer data per month (available on Telkom's network which is non-roaming).
4. In total, the subscriber will receive 80GB of LTE data per month.
5. Night Surfer Data shall be valid between 12am – 7am.
6. RICA shall apply for the SmartBroadband 40GB Wireless.
7. Subscribers who sign up for the SmartBroadband 40GB Wireless each month, shall receive the inclusive data allocation for the duration of the 24-month contract.
8. The Telkom's SmartBroadband 40GB Wireless LTE offer shall be available as a SIM Only on a 24-month contract and as a deal which includes an LTE WiFi router, these offers are available from 1<sup>st</sup> October until 31<sup>st</sup> October 2019.
9. A SIM and Connection fee shall apply.
10. Telkom reserve the right to throttle and/or shape the traffic of the SmartBroadband Wireless products in the network peak times.
11. The data allocation shall be inclusive 40GB anytime data and 40GB night surfer.
12. The subscriber who deplete their inclusive allocated data bundle can buy/top-up with the 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 5GB + 5GB\* and 10GB + 10GB\* shall expire in 31 days for both Anytime and Night Surfer bundles.
13. SmartBroadband 40GB Wireless post-paid customer who purchases/top-up with the Once-Off LTE/LTE-A bundles (which expires within 61 days for Anytime data and within 31 days for Night Surfer data) in the middle of the month, if not completely utilized will be permitted to carry over into the next month, the remainder of the data bundle will expire on the set expiry date.
14. SmartBroadband 40GB Wireless post-paid customer who purchases/top-up with the Once-Off LTE/LTE-A bundles (which expires within 31 days for Anytime and Night Surfer data) in the middle of the month, if not completely utilized will be permitted to carry over into the next month, the remainder of the data bundle will expire on the set expiry date
15. At the beginning of the new month, SmartBroadband 40GB Wireless post-paid customers, shall be allocated the inclusive data which is 40GB anytime data and 40GB night surfer data.
16. The inclusive allocated data will always be the primary bundle that will be consumed first and there-after the remainder of the data bundle carried over of the LTE/LTE-A Once-Off bundle if applicable.
17. Subscription to SmartBroadband 40GB Wireless Post-paid service is subject to the availability of its LTE/LTE-A network coverage within the specified location and the subscriber will not be able to roam on Telkom Roaming Partner (Vodacom) network.
18. A Sales agent will be able to assist you with checking if your address is in coverage or alternatively you can do it online at <http://www.telkom.co.za/coverage/>.
19. The SmartBroadband 40GB Wireless Post-paid service is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate, Telkom cannot guarantee and be held liable for lack of network coverage, reliability and throughput outside its specified LTE/LTE-A coverage areas.

20. Should a subscriber use SmartBroadband 40GB Wireless Post-paid service for mobility purposes Telkom shall not be liable for lack of LTE/LTE-A coverage or throughput outside of its LTE/LTE-A coverage areas.
21. 3G failover to Telkom Mobile's 3G network only will be supported on the SmartBroadband 40GB Wireless Post-paid.
22. Telkom shall endeavour to ensure that LTE/LTE-A coverage is available where Telkom stipulates it has LTE/LTE-A coverage. Telkom shall not, however, be held responsible for customers' failure to access the Internet in areas that are not eligible for LTE/LTE-A network.
23. A compatible device is required to use Telkom's LTE/LTE-A services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
24. Telkom's LTE/LTE-A network currently supports voice calls; however, a subscriber will be required to contact Support on 081180 through any means of communication available to them to request that the voice capability be enabled on their service.
25. A flat rate of R 0.70 on per second billing basis will apply for any voice call on SmartBroadband Wireless Post-paid service, with exception of emergency services (10111, 10177 and 112) and Telkom helpdesk 081 180 which are free from a Telkom Mobile SIM card.
26. SMS is enabled for normal usage, notification and balance enquiry
27. SMS charge is set at 30c/SMS and MMS charge is set at 50c/MMS.
28. The out of bundle rate of R0.30c per MB applies.
29. Data carry over shall apply to the Inclusive 40GB Anytime bundle.
30. Night Surfer Data shall not carry over and is only valid between 12am – 7am.
31. Porting in or out shall be allowed.
32. Telkom's LTE/LTE-A network is supported on Telkom Mobile's 2300MHz and 1800MHz LTE/LTE-A network only with failover support to Telkom Mobile's 3G network, and the experience may vary depending on the wall thickness at your premises.
33. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of the service.
34. Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, or loss of information.
35. Telkom SmartBroadband 40GB Wireless Post-paid LTE is a wireless service and as such is a best effort service with no guarantees on throughput. There are many factors that can affect the speed of the LTE service such as, but not restricted to, signal strength/distance to tower, number of users on the tower, type of service being accessed on the internet and local PC environment.

**Data Validity Rules: SmartBroadband 40GB Wireless Post-paid**

1. The monthly Inclusive anytime data validity period shall expire within two calendar months from the month of allocation. i.e. the Inclusive anytime data allocated to your plans on 1<sup>st</sup> October will expire on 30th November.
2. The monthly Inclusive night surfer data validity period shall expire in one calendar month from the month of allocation. i.e. the Inclusive night surfer data allocated to your plans on 1st October will expire on 31st October.
3. The unused inclusive anytime data on SmartBroadband 40GB Wireless Post-paid plans shall roll over to the end of the next calendar month. Rolled over data will be depleted first before the newly allocated inclusive data is used.
4. The unused inclusive night surfer data on SmartBroadband 40GB Wireless Post-paid plans shall not be carried over to the next calendar month.
5. For example: if you are subscribed to a SmartBroadband 40GB Wireless plan which comes with (40GB Anytime Data + 40GB Night Surfer Data) and only utilised 37GB of your inclusive anytime data and 38GB of your night surfer data the remaining 3GB unused anytime data shall be carried over to the following month and the 2GB Night Surfer shall not be carried over. The 3GB anytime data will be consumed and be depleted first before the new monthly inclusive allocated (40GB Anytime Data + 40GB Night Surfer Data) is utilised.
6. Promotional data and Night Surfer data shall not roll over and shall not be transferable.

**Data Transfer Rules for SmartBroadband Wireless Post-paid:**

1. The Data Transfer service shall be available to SmartBroadband 40GB Wireless post-paid customers. Data Bundles Transfer shall not be allowed to or from other Mobile Operators.
2. SmartBroadband 40GB Wireless Post-paid Telkom customers shall only be able to transfer data to another SmartBroadband Wireless Post-paid, SmartBroadband Wireless Top-Up and/or SmartBroadband Wireless Prepaid Telkom customers only.
3. The Data Transfer service shall support Inclusive Anytime data, and Once-off Anytime data bundles, excluding night surfer data bundles and promotional data bundles.
4. The Data transfers shall be in the following denominations: 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
5. Donated Data bundles validity period shall be as per the donor data bundle validity period, e.g. if a customer transfer 1GB from 10GB anytime data bundles that was bought on 1st November and expires on 30th November (which is 31 days) from date of activation, the 1GB donated data bundles shall expire on 30th November.
6. The Data Transfer service shall be available through the following channels:
  - USSD
  - Telkom Self Service Portal
  - Telkom App
7. There is no activation or subscription fee for the service.
8. Customers shall be allowed to transfer up to 1GB a day and 10GB a month per MSISDN within the SmartBroadband Wireless Post-paid, Top-Up and Prepaid products.
9. Customers shall not be allowed to transfer the full amount of the available Once-off Anytime data bundles, e.g. if a customer purchases 5GB once-off LTE/LTE-A data bundles she/he cannot transfer all 5GB at once.
10. Customers receiving the donated data bundle shall not be allowed to transfer that data bundles to others.
11. The donated data bundles shall not be pro-rated, and the customer shall be able to utilize it until it is fully consumed or has expired. Unused donated data bundle shall not carry over; when the bundles expires customer will forfeit all unused data.
12. In case where a customer has two or more once-off LTE/LTE-A data bundles available, the customers shall be allowed to transfer data from the first LTE/LTE-A once-off data bundle.
13. Once the data bundle has been transferred, the transfer cannot be reversed.

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