

## **Terms and Conditions: SmartBroadband Wireless Prepaid and LTE/LTE-A once-off data Bundles**

1. Telkom Standard Terms and Conditions apply (full details may be accessible at [www.telkom.co.za](http://www.telkom.co.za))
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>; 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. LTE/LTE-A once-off data bundles shall be available for purchase as once-off data bundles by SmartBroadband Wireless Prepaid subscribers, and existing post-paid subscribers which are: SmartBroadband Wireless Post-paid, SmartBroadband Wireless Top-Up, SmartBroadband Wireless Unlimited All Hours and SmartBroadband Wireless Unlimited Business Hours subscribers only.
5. Under no circumstances whatsoever may any other Telkom Mobile product, besides those listed in point 4 above, be used in conjunction with the prepaid LTE/LTE-A Once-Off data bundles.
6. Purchasing of LTE/LTE-A once-off data bundles and using the bundles is subject to the availability of LTE network coverage within the specified location and the subscriber will not be able to roam on Vodacom network.
7. A sales agent will be able to assist you with checking if your address is within LTE network coverage range. Alternatively, you can verify same online at: [www.telkom.co.za/today/ucm](http://www.telkom.co.za/today/ucm).
8. The LTE/LTE-A once-off bundles/SmartBroadband Wireless Prepaid is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate or move to a different address, Telkom cannot guarantee and/ or be held liable for lack of network coverage, reliability and throughput outside its specified LTE coverage areas.
9. Should a subscriber use the SmartBroadband Wireless Prepaid service for mobility purposes Telkom shall not be held liable for lack of LTE coverage or throughput outside of its LTE coverage areas.
10. The 3GB +3GB\* ,7.5GB + 7.5GB\* and 10GB +10GB\* offers are the only three bundle sizes which, can be sold in Telkom Mobile 3G and Telkom LTE network footprints.
11. Telkom shall endeavour to ensure that LTE coverage is available where Telkom stipulates it has LTE coverage. Telkom shall not, however, be held responsible for customers' failure to access the Internet in areas that are not within Telkom's LTE and/ or 3G coverage.
12. The LTE/LTE-A once-off bundles shall be supported on Telkom Mobile's 2300MHz and 1800MHz LTE/LTE-A network only with failover support to Telkom Mobile's 3G network.
13. The LTE/LTE-A once-off bundles shall have Anytime data and Night Surfer Data. Night Surfer shall be valid to be consumed between 12am – 7am.
14. The data validity period for 3GB + 3GB\* LTE/LTE-A Once Off Anytime and Night Surfer data bundles shall be 14 days. i.e. LTE/LTE-A Once-off Anytime and Night Surfer data bundles shall expire in 14 days from the date of activation.
15. For example, a customer that purchases a 3GB LTE/LTE-A Once Off data bundle which comes with 3GB Anytime data + 3GB Night Surfer data on 01<sup>st</sup> June, the Anytime and Night Surfer data shall expire on 15<sup>th</sup> June (which is 14days) from date of activation.
16. The data validity period for other LTE/LTE-A Once Off Anytime data bundles shall be 61 days. i.e. LTE/LTE-A Once-off Anytime bundles shall expire 61 days from the date of activation.

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17. The data validity period for other LTE/LTE-A Once Off Night Surfer data bundles shall be 31 days, i.e. LTE/LTE-A Once-off Night Surfer bundles will expire 31 days from the date of activation.
18. For example, a customer that purchases a 20GB LTE/LTE-A Once Off data bundle which comes with 20GB Anytime data + 20GB Night Surfer data on 01<sup>st</sup> November, the Anytime data shall expire on 31<sup>st</sup> December (which is 61days) and the Night Surfer data shall expire within 31days from date of activation.
19. There is no limit to the number of LTE/LTE-A Once-Off bundles that a subscriber can purchase in a month and First In First Out (FIFO) shall apply to the order of consumption.
20. Promotional data and Night Surfer data shall not roll over and shall not be transferable.
21. No modems will be bundled with the LTE/LTE-A Once-off bundles and subscribers will have the freedom to use existing modems or buy a modem that suits their needs but should note that for best experience a Telkom Mobile certified and tested LTE hardware device should be used.
22. A compatible device is required to use SmartBroadband Wireless Prepaid services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device and the capability of the Telkom Mobile LTE/3G network at any given point in time.
23. Unused Anytime data bundle will not be carried over once it expires.
24. A flat rate of R 2.75 on per second billing basis will apply for any voice call on SmartBroadband Wireless Prepaid service, with exception of emergency services (10111, 10177 and 112) and Telkom helpdesk 081 180 which are free from a Telkom Mobile SIM card.
25. SMS is enabled for normal usage, notification and balance enquiry.
26. SMS charge is set at 50c/SMS and MMS charge is set at 50c/MMS.
27. The out-of-bundle data rate of R0.30 per megabyte shall apply.
28. The service is a best-effort service and no guarantees are provided on availability or throughput.
29. Telkom will not incur any liability whatsoever for any loss or damage because of any use, authorized or unauthorized, resulting from virus attacks, security vulnerabilities or loss of information.
30. Telkom SmartBroadband Wireless Prepaid 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.

### **Migration from Any Prepaid Tariff to SmartBroadband Wireless Prepaid**

1. A customer who migrates from any prepaid tariff plan to the SmartBroadband Wireless prepaid tariff plan shall be able to migrate back to another prepaid plan within 30 days from SmartBroadband Wireless Prepaid to any prepaid tariff plan.
2. The customer shall be able to migrate via USSD and via CRM through the Telkom Stores.
3. Current SmartBroadband Wireless Post-Paid, Smart Broadband Wireless Top-Up and SmartBroadband Wireless Unlimited All Hours and SmartBroadband Wireless Unlimited Business Hours subscribers will be able to do a replace offer to the SmartBroadband Wireless Prepaid plan once their contract has come to an end, if they don't want to do an upgrade or renewal of their contracts.
4. Customers on the SmartBroadband Wireless Prepaid plan should be able to do a replace offer to a 24 month or month-to-month contract on SmartBroadband Wireless Post-Paid, SmartBroadband Wireless Top-Up, SmartBroadband Wireless Unlimited All Hours and SmartBroadband Wireless Unlimited Business Hours plans.

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**Data Transfer Rules**

1. The Data Transfer service shall be available to new and existing Telkom Mobile SmartBroadband Wireless prepaid customers. Data Bundles Transfer shall not be allowed to or from other Mobile Operators.
2. A SmartBroadband Wireless prepaid customer shall only be able to transfer data to a SmartBroadband Wireless post-paid, SmartBroadband Wireless Top-Up and/or SmartBroadband Wireless Prepaid customer.
3. The Data Transfer service shall support LTE/LTE-A 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 for the 3GB + 3GB\* shall be as per the donor data bundle validity period, e.g. if a customer transfer 1GB from 3GB anytime data bundles that was bought on 01<sup>st</sup> June and expires on 15<sup>th</sup> June (which is 14days) from date of activation, the 1GB donated data bundles shall expire on 15<sup>th</sup> June.
6. Donated Data bundles validity period for others shall be as per the donor data bundle validity period, e.g. if a customer transfer 1GB from 20GB anytime data bundles that was bought on 01<sup>st</sup> November and expires on 31<sup>st</sup> December (which is 61days) from date of activation, the 1GB donated data bundles shall expire on 31<sup>st</sup> December.
7. The Data Transfer service shall be available through the following channels USSD, Portal and Telkom App.
8. There is no activation or subscription fee for the service.
9. Customers shall be allowed to transfer up to 1GB a day and 10GB a month per MSISDN within the SmartBroadband Wireless Post-paid and SmartBroadband Wireless Prepaid products. Terms and Conditions for LTE/LTE-A once-off data Bundles
10. Customers shall not be allowed to transfer the full amount of the available LTE/LTE-A Once-off Anytime data bundles, e.g. if a customer purchases 10GB Anytime +20GB Night Surfer once-off LTE/LTE-A data bundles she/he cannot transfer all 10GB Anytime data.
11. Customers receiving the donated data bundle shall not be allowed to transfer that data bundles to others.
12. 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.
13. 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.
14. Once the data bundle has been transferred, the transfer cannot be reversed.
15. Prices are valid at date of print. E&OE.