

## LTE Promo Deal SmartBroadband 10GB Wireless Terms and Conditions

**SmartBroadband 10GB Wireless: Includes 10GB Anytime data + 10GB Night Surfer data.**

### **General 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 LTE Promo deal which is SmartBroadband 10GB Wireless post-paid/top-up start from 13<sup>th</sup> March 2021 and end 30<sup>th</sup> April 2021.
4. Telkom reserve the right to throttle and/or shape the traffic of the SmartBroadband 10GB Wireless products in the network peak times.
5. The LTE Promo data deal is a SmartBroadband 10GB Wireless post-paid/top-up data offer, which includes 10GB anytime data per month, 10GB night surfer data per month. All the allocated Inclusive data are available on Telkom network coverage which is non-roaming on Vodacom network. In total, the subscriber who sign up will receive 20GB of data per month for the duration of the 24-month contract.
6. Subscribers who sign up for the SmartBroadband 10GB Wireless each month shall receive Inclusive data allocation for the duration of the 24-month contract.
7. The Inclusive Night Surfer Data shall be valid to be used between Midnight – 7am.
8. RICA shall apply.
9. A Once-off SIM and Connection fee of R99 shall apply. .
10. The SmartBroadband 10GB Wireless Post-paid/top-up offers shall be available on a 24-month contract that includes Huawei E5576 MiFi.
11. 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.
12. SmartBroadband 10GB Wireless post-paid/top-up 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.
13. At the beginning of the new month, SmartBroadband 10GB Wireless post-paid/top-up customers, shall be allocated the 10GB Anytime data and 10GB Night surfer data.
14. The allocated Inclusive Anytime data will always be the primary bundle that will be consumed first, then there-after the remainder of the anytime data bundle carried over of the LTE/LTE-A Once-Off bundle if applicable.
15. The SmartBroadband Wireless order of Consumption shall always follow the rules as:
  1. Inclusive,
  2. Recurring
  3. Once -Off LTE/LTE-A
16. Subscription to SmartBroadband 10GB Wireless Post-paid/top-up 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.
17. 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/>.

## Internal Use

18. The SmartBroadband 10GB Wireless Post-paid/top-up 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.
19. Should a subscriber use his SmartBroadband 10GB Wireless Post-paid/top-up 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.
20. 3G failover to Telkom Mobile's 3G network will be supported on the SmartBroadband 10GB Wireless Post-paid/top-up.
21. 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.
22. 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.
23. 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.
24. A flat rate of R 0.70 on per second billing basis will apply for any voice call on SmartBroadband 10GB 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.
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 rate of R0.30c per MB applies.
28. Data carry over shall apply to the Inclusive Anytime data bundle.
29. Night Surfer Data shall not carry over.
30. Porting in or out shall be allowed.
31. 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.
32. 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. The risk of loss or damage to the equipment/router shall pass to the customer upon delivery.
33. 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.
34. Telkom SmartBroadband 10GB Wireless Post-paid/top-up 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 10GB Wireless Post-paid/Top-up**

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 01<sup>st</sup> April will expire on 31<sup>st</sup> May.
2. The monthly Inclusive night surfer data validity period shall expire in one calendar month from the month of allocation. i.e. the night surfer data allocated to your plans on 01<sup>st</sup> April will expire on 30<sup>th</sup> April.
3. The unused Inclusive anytime data on SmartBroadband 10GB Wireless post-paid/top-up plans shall roll over to the end of the next calendar month. Rolled over Inclusive data will be depleted first before the newly allocated inclusive data is used.
4. The unused Inclusive night surfer data on SmartBroadband 10GB Wireless post-paid/top-up plans shall not be carried over to the next calendar month.
5. Night Surfer data shall not roll over and shall not be transferable.

**Data Transfer Rules: SmartBroadband 10GB Wireless Post-paid/Top-up**

1. The Data Transfer service shall be available to SmartBroadband 10GB Wireless post-paid/top-up customers. Data Bundles Transfer shall not be allowed to or from other Mobile Operators.
2. SmartBroadband 10GB Wireless Post-paid/top-up 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, Recurring 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 that was allocated on 01<sup>st</sup> April and expires within two-month calendar, the 1GB donated anytime data bundles shall expire within two-month calendar.
6. The Data Transfer service shall be available through the following channels:
  - USSD, Telkom Self Service Portal and 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.
14. Prices are valid at date of print. E&OE.