

## Terms and Conditions: SmartBroadband Wireless Post-paid:

### Definitions:

**SmartBroadband Wireless post-paid:** SmartBroadband Wireless post-paid offer is a post-paid LTE data plan that can be subscribed to on a 24-month contract with a device or on a month-to-month SIM only contract.

SmartBroadband Wireless post-paid LTE data product is available only on Telkom LTE/LTE-A 2300MHz and 1800MHz coverage, and No roaming on Telkom Network Partner (Vodacom) shall apply.

**LTE/LTE-A Once-Off Data Bundle:** LTE/LTE-A Once-Off bundles are data bundles available to SmartBroadband Wireless post-paid subscribers to purchase when their inclusive data is used up. These data bundles can be purchased via the USSD menu \*180#, Telkom App, Self-Service Portal, Telkom Shop and Telkom WhatsApp 081 160 1700 and shall be activated immediately.

### 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. RICA shall apply.
4. A SIM and Connection fee shall apply if stipulated as a requirement.
5. The SmartBroadband Wireless Post-paid offers shall be available as a month to month or SIM only offer.
6. The SmartBroadband Wireless Post-paid offers shall be available on a 24-month contract that includes an LTE/LTE-A WiFi router.
7. Telkom reserve the right to throttle and/or shape the traffic of the SmartBroadband Wireless products in the network peak times.
8. Subscribers who sign up for the SmartBroadband Wireless Post-paid, shall each month receive inclusive data allocation for the duration of the 24-month contract.
9. The data allocation shall be for both anytime data and night surfer.
10. The subscriber who deplete their Inclusive allocated data bundle can buy/top-up with the LTE/LTE-A Once-Off data bundles.
11. The subscriber who purchases/top-up with the LTE/LTE-A Once-Off 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.
12. The subscriber who purchases/top-up with the LTE/LTE-A Once-Off data bundle (which expire after 14 days for the Anytime data and Night Surfer data from date of activation) towards month

end, 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 Wireless post-paid customers, shall be allocated the inclusive data which is anytime data and night surfer data.
14. 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.
15. Subscription to SmartBroadband 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.
16. 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/>.
17. The SmartBroadband 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.
18. Should a subscriber use his SmartBroadband 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.
19. 3G failover to Telkom Mobile's 3G network will be supported on the SmartBroadband Wireless Post-paid.
20. Telkom shall not, be held responsible for customers' failure to access the Internet in areas that are not eligible for LTE/LTE-A network.
21. 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.
22. 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.
23. 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.
24. SMS is enabled for normal usage, notification and balance enquiry
25. SMS charge is set at 50c/SMS and MMS charge is set at 50c/MMS.
26. The out of bundle rate of R0.30c per MB applies.
27. Data carry over shall apply to the Inclusive Anytime bundle.
28. Night Surfer Data shall not carry over and is only valid between 12am – 7am.
29. Porting in or out shall be allowed.
30. 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.
31. 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.
32. 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.

33. Telkom SmartBroadband 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 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 01<sup>st</sup> November will expire on 31<sup>st</sup> December.
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 01<sup>st</sup> November will expire on 30<sup>th</sup> November.
3. The unused inclusive anytime data on SmartBroadband 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 Wireless Post-paid plans shall not be carried over to the next calendar month.
5. For example: if you are subscribed to a 40GB SmartBroadband 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: SmartBroadband Wireless Post-paid**

1. The Data Transfer service shall be available to new and existing Telkom Mobile SmartBroadband Wireless prepaid and post-paid customers. Data Bundles Transfer shall not be allowed to or from other Mobile Operators.
2. SmartBroadband 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, 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 bundles that was bought on 01<sup>st</sup> November and expires on 31<sup>st</sup> December (which is 61 days) from date of activation, the 1GB donated data bundles shall expire on 31<sup>st</sup> December.
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 7.7.5GB once-off LTE/LTE-A data bundles she/he cannot transfer all 7.7.5GB 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.

**Migration Rules:**

Customers are permitted to request a migration after 3 months into their contract. Below are rules governing Upward and Downwards migration.

**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:** The 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. E.g. Migrate from SmartBroadband 7.7.5GB Wireless of 24 months in month 12 to SmartBroadband 10GB Wireless of 24 Months, means that the contract continues from month 12 until month 24 of the new offer, thereafter it will continue on a month to month basis.

**B:** When migrating 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.

**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. The Subscriber shall retain accumulated deal allocations when doing a downward migration.

3. Telkom shall, as a downward migration fee, recover the difference in device pricing between the original and the newly selected packages as well as an administration fee.

**Please note the following:**

**A:** The 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. E.g. Migrate from SmartBroadband Wireless 7.7.5GB of 24 months in month 12 to SmartBroadband Wireless 10GB of 24 Months, means that the contract continues from month 12 until month 24 of the new offer, thereafter it will continue on a month to month basis.

**B:** When migrating 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 be applied by Telkom, where applicable.

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

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 and this will not be applicable to month-to-month subscribers.
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 prepaid 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 prepaid product offering to a post-paid product offering, all free resources such as data deals, messaging deals shall be retained.
3. Upon signup and activation of a mobile contract, customers shall not be permitted to convert to another offering within a 3-month period, from such contract activation.
4. Standard conversions rules shall apply pertaining to conversion for customers on a voice plan to a data plan and vice versa i.e. conversion from a FreeMe 1GB to a SmartBroadband 7.7.5GB Wireless shall not be supported and vice versa.
5. Prices are valid at date of print. E&OE.