

Terms and Conditions: SmartInternet Top-Up

Definitions:

- **SmartInternet Top-Up:** Is an inclusive data plan that provides subscribers with internet access on both Telkom Mobile's 3G and MTN's 3G roaming Network. The out of bundle services (e.g. SMS and voice calls) will be consumed from the airtime balance, thus subscribers must top up with airtime to consume out of bundle services (e.g. SMS and voice calls).
- **Once-off Data Bundle:** Once-off data bundles are ad-hoc data bundle's available to SmartInternet Top-Up subscribers to purchase when their inclusive data is used up.
- **Recurring Data Bundle:** Recurring data bundles are data bundles available to SmartInternet Top-Up subscriber to purchase once-off and are allocated as a recurring monthly allocation at the beginning of every calendar month. The Recurring data bundles are available for purchase by existing and new hybrid/top-up data subscribers.

A. General Terms and Conditions

- Telkom Mobile subscriber terms and conditions apply (full details on www.telkommobile.co.za/terms).
- The service application process will only commence on the presentation of necessary supportive documentation.
- All prospective subscribers shall undergo credit vetting process before provisioning of Telkom Mobile's data offers.
- RICA shall apply.
- A SIM and connection fee shall apply if stipulated as a requirement.
- The offer is available at Telkom stores. To locate the nearest Telkom store visit the following link <http://www.telkommobile.co.za/stores/>
- A compatible 3G device is required to access Telkom 3G and MTN 3G roaming network respectively. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
- Subscription to SmartInternet Top-Up plans is subject to Telkom's 3G and MTN's 3G roaming network coverage availability and is a best-effort service with no guarantees provided on availability or throughput
- A subscriber will not be able to connect to Telkom's LTE/LTE-A network when on a SmartInternet Top-up plan
- Telkom shall not be held responsible for failure to access Internet at locations where Telkom does not have coverage and the service experience may change from time to time.
- The SmartInternet Top-Up plans and once-off and recurring data bundles purchased by SmartInternet Top-up subscribers can be only be used to access data on both Telkom 3G and MTN's 3G roaming network.
- Telkom shall endeavour to ascertain that 3G coverage is always available where Telkom claims to have 3G coverage.
- Inclusive data bundle balance on SmartInternet Top-Up plans shall not carry over to the following month but will expire at the end of each month.
- Once-off and recurring data bundles are valid until the end of the following calendar month from date of activation.
- The out of bundle rate of R0.29c/MB (twenty nine cents) per MB shall apply on SmartInternet Top-Up offers.
- SmartInternet Top-Up subscribers similar to prepaid subscribers must have minimum airtime balance to consume out of bundle data usage and services once they have consumed and depleted the free resources within the month.
- 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 Telkom's 3G service.
- 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, and loss of information.
- Prices include VAT. Normal voice services are enabled on data offers at R2,75 per minute on a per second billing, with the exception of emergency services (10111, 10177 and 112) and helpdesk (081 183) which are free.
- SMS is enabled for normal usage, notification and balance enquiry.
- Contract subscribers will only qualify for Free Unlimited Wi-Fi every month if Free Unlimited Wi-Fi access is specified as a feature of the offer.

- Free Unlimited Wi-Fi for qualifying offers or deals will be allocated as follows: Free Unlimited Wi-Fi with a Fair usage cap of 10GB per month shall apply. The Free Unlimited speed shall be throttled to 128kbps if a subscriber reaches a data usage of 10GB via Wi-Fi access before end of the month. The speed shall be reset to normal speed at the beginning of each month.
- Wi-Fi access is limited to Telkom Mobile Wi-Fi hotspot areas.
- Prices are valid at date of print.
- E&OE.

B. Migrations

- **Upward Migrations**

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

- The subscriber may upward migrate without any penalties at any time during the fixed term agreement.
- The subscriber shall retain any balance of the once-off internet bundles at time of upward migration.
- The subscriber shall continue with the existing contract agreement, and shall not be considered to have entered into a new contract agreement based on the migration request.
- Subscribers who are subscribed to old offers can migrate to the new broadband offers.
- Upward migrations are limited to one instance per calendar month only.

- **Downward migrations**

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

- The subscriber will be liable to pay a migration fee for a downward migration, which will be determined at the time of requesting the migration.
- The subscriber shall retain any balance of the once-off Internet bundles at time of downward migration.
- Telkom shall, as a downward migration fee, recover the difference in device subsidy between the original and the newly selected packages as well as a R400 incl. VAT administration fee.
- The subscriber shall continue with the existing agreement, and shall not be considered to have entered into a new agreement based on the migration request.

Early Terminations

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

- The subscriber shall be liable to pay an early termination fee. The early termination fee will be calculated at the time of requesting the early termination.
- Telkom shall, as an early termination fee, recover an R800 administration fee and also recover the device subsidy for the remainder of the contract term.

Service Conversions

- This refers to scenarios where a subscriber wishes to change from a postpaid account to either a hybrid/top-up account or a prepaid option.
- Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number allocated to him, or ported over by Telkom Mobile.