

## June Deal of Month:

### A. Product Specific Terms and Conditions: SmartBroadband Wireless Uncapped All Hours (June 2019)

Telkom's Standard Terms and Conditions for the provision of Electronic Communications Services & Products will also apply, and must be read in conjunction to the terms and conditions set-out below. (full details of Telkom's Standard Terms and Conditions can be found at [www.telkom.co.za/terms](http://www.telkom.co.za/terms))

1. Telkom reserves the right to amend this offer and to vary these terms and conditions, from time to time, without notice or reason. Such changes will be published on Telkom's website at: <http://www.telkom.co.za/today/unlimited-broadband>, and will be deemed incorporated into the Agreement and binding to the Consumer from the date of publishing.
2. This offer is available from 1 June 2019 until 30 June 2019, or such amended period as decided by Telkom. Telkom will endeavour to give reasonable notice of such amendment on its website as indicated in clause 1 above.
3. The processing of an order for Telkom's SmartBroadband Wireless Uncapped All Hours Service will be subject to the Consumer complying with the provisions of RICA.
4. Subscription to Telkom's SmartBroadband Wireless Uncapped All Hours service is subject to the Telkom Mobile LTE network coverage and network availability which availability can be confirmed on Telkom's website at the following URL [www.telkom.co.za/today/ucm](http://www.telkom.co.za/today/ucm).
5. The SmartBroadband Wireless Uncapped All Hours service is a fixed wireless broadband service. Subscribers will be required to use the service within the location of the physical address supplied during the application process.
6. The SmartBroadband Wireless Uncapped All Hours shall be available on a 24-month contract only.
7. The SmartBroadband Wireless Uncapped All Hours offers are available through the traditional Telkom owned stores, Direct Sales Force 3rd Party channel and Telkom Online Channel.
8. No SmartBroadband Wireless Uncapped All Hours products will be supported out of the coverage of the Telkom Mobile LTE TDD 2300 MHz network.
9. Subscribers will receive a SIM card plus B-525 Huawei Wi-Fi router with the SmartBroadband Wireless Uncapped All Hours.
10. Since the SmartBroadband Wireless Uncapped All Hours is a fixed wireless service which must be used in a fixed location and not for mobility, subscribers shall not be able to roam on MTN's network.
11. If a subscriber moves and utilize the SmartBroadband Wireless Uncapped All Hours offers beyond a fixed location, Telkom cannot guarantee service to subscriber at the moved location.
12. Usage will be subject to Telkom's acceptable use policy.
13. Throttling may be implemented across all traffic types in times where the network is under strain, with the express aim of providing a quality service across the network for all users.
14. A subscriber may not provide network services from their account (for example, you may not use your account to operate as a File Transfer Protocol (FTP)server).
15. Telkom's LTE network operates a radio-controlled core network which is a shared radio resource and could from time to time become strained due to radio resource intensive programs. This impacts negatively on other user's broadband experience and/or the performance of Telkom systems or networks. In such instances; Telkom reserves the right to limit such activities should the need arise.
16. In addition to the above Telkom furthermore reserves the right to apply restrictions on an uncapped account if a customer's behaviour is determined to be affecting the user experience of other customer on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and /or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications. Telkom will inform abusive subscribers via chosen means of customer communication.

17. Telkom reserves the right to terminate a user from its network if he/she is found to be causing harmful interference to Telkom's network through using jamming devices or equipment violating the type approval Telkom Network standards.
18. A subscriber may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitively pinging the host.
19. The SmartBroadband Wireless Uncapped All Hours can only be used within the borders of South Africa.
20. The SmartBroadband Wireless Uncapped All Hours SIM shall not be used for purposes of Server hosting or international bypass. Failure to adhere to these conditions shall be a breach of this product's terms and conditions and Telkom will have the right to immediately suspend the service.
21. The SIM shall only be used on the device provided as part of the deal on a 24-month contract except in such instances as the device is under repair or being replaced by Telkom and is substituted by another Telkom network approved device.
22. Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected to have occurred.
23. The MultiSIM and Data MultiSIM Service will not be allowed on the SmartBroadband Wireless Uncapped All Hours plans
24. No carry-over to the following calendar month shall apply to the SmartBroadband Wireless Uncapped All Hours service and all-inclusive benefits shall reset at the beginning of each calendar month.
25. Telkom's LTE network currently supports voice calls and is activated by default to make and receive voice calls using a standard Plain Old Telephone Service (POTS) handset plugged into voice port (RJ-11) at the back of the LTE Huawei Router. The handset is not included in the offer.
26. The voice calling out of bundle rate of 70 cents per minute (per -second billing) to all-networks applies
27. SMS is enabled for normal usage, notification and balance enquiry.
28. SMS charges shall be set at 50c/SMS and MMS charges shall be set at 50c/MMS.
29. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and/or use of the service.
30. Subscribers on the SmartBroadband Wireless Uncapped All Hours service shall be able to purchase LTE/LTE-A Once-Off Data Bundles. In the case of the All Hours service the bundles can be utilized to improve speed once FUP is reached.
31. The LTE/LTE-A Once-Off Data Bundles shall expire in 61 days for anytime data and 31 days for night surfer data from date of purchase.
32. Telkom's LTE network is supported on the 2300MHz TDD Radio frequency spectrum and the experience/speed may vary according to a number of dependencies such as n the wall thickness at your premises, the number of users on the base station, signal strength, terrain (line of sight to tower) and the type of service being accessed on the internet.
33. Standard Fair Usage Policy (FUP) applies across both the SmartBroadband Wireless Uncapped All Hours products whereby on the 1st of each month customers will receive 150 GB of data that allows for an up to 10 Mbps speed. Once the 150GB is depleted then an additional 50GB of data is provided at an up to 4 Mbps speed. Once the 50GB/4 Mbps bundle has been depleted the service then provides uncapped data at an up to 2 Mbps speed for the remainder of the month. Peer to peer and NNTP type protocols are further speed restricted.
34. The SmartBroadband Wireless All Hours products utilize a wireless radio network to provide Broadband service and as such no speeds are guaranteed and service is provided in a strict best effort manner. Factors such as those in point 33 above prevail.
35. Prices are valid at date of print. E&OE.