

## Telkom Product Terms and Conditions

### FreeMe Share Plans and FreeMe Share MultiSIM

1. Telkom Mobile Standard Terms and Conditions apply (full details can be found on <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>). The FreeMe Share services subscribed to under a company or business name from Telkom Mobile will also be subject to these product-specific terms and conditions.
2. The FreeMe Share plans will be available as Postpaid offers only. Hybrid/Top-Up FreeMe Share will not be available.
3. Multi-SIM functionality will be made available to the FreeMe Share Postpaid plans.
4. The Postpaid offers will be available as a new 24-month contract with a device or on a SIM-only plan (no device included) on a month to month plan.
5. Once the FreeMe Share 24-month contract has matured, the service shall continue to run month-to-month until such time the customer decides to renew, migrate, convert or terminate the service.
6. Should a subscriber want to terminate the contract at the end of the 24 months, a 20 business-days written notice period for termination will apply. Telkom may impose a reasonable cancellation penalty upon the receipt of the above notice.
7. At the time of maturity of the contract (or applicable promotional period) any additional promotional data, minutes, discounts added to the contract will expire and the customer will be charged the SIM Only standard plan, on a month to month rate.
8. The existing Telkom Mobile conversion, migration and termination business rules apply.
9. Customers cannot migrate from the FreeMe Share plans to FreeMe Family plans, old FreeMe plans or any earlier legacy plans previously offered by Telkom from the date that the FreeMe Share plans are introduced to the market.
10. This offer is available to all new and existing Telkom Consumer and Business customers and supports mobile number port-in.
11. Functionality such as Port-In shall be available to customer taking up the FreeMe Share plans and FreeMe Share MultiSIM.
12. All International Roaming and International calling rates, as currently in use, shall remain in place for the FreeMe Share plans.
13. The FreeMe Share subscribers shall be directed to an out-of-bundle page once the inclusive Data bundle has been depleted, notifications shall be sent for Data bundle depletion. The subscriber shall select an option to either go out-of-bundle or purchase a data bundle.

14. All available Value-Added Services such as (FreeMe Bundle, FreeMe Promo Voice Bundle, Social Bundle, Data Bundle, Voice Bundle, SMS Bundle and LIT Bundle) shall remain in place for FreeMe Share customers, to purchase using self-service.
15. Functionalities such as Call Forward, Call Waiting and Call Barring, remains in place for the FreeMe Share and FreeMe Share MultiSIM subscribers.
16. The Airtime Transfer and Data Transfer functionality will only be applicable for the Primary SIM on FreeMe Share plans.
17. All current Voice and Data Bundles available on USSD self-service shall be available to the Primary SIM on FreeMe Share Plans. Secondary SIM(s) will not be eligible to access this functionality.
18. Voice calls to Telkom Fixed and Telkom Mobile (On-network) numbers exclude calls to Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g. 0862, 0861, 0860). All non-geographic numbers to other operators shall further be excluded from the FreeMe Telkom call benefit.
19. On-network calling will consume from On-network minutes first, once depleted on-networking calls will consume from All-network calling. Once All-network minutes are depleted, On-network calling will be charged at an applicable Voice rate of R0.70 on per second billing.
20. All-network calling will consume from All-network minutes first, once depleted All-network minutes for the FreeMe Share plan, all-network calling will be charged at an applicable Voice rate of R0.70 on per second billing.
21. The FreeMe Share account shall have one spend limit. All additional usages primary SIM and secondary SIMS may result in additional costs billed to the Primary FreeMe contract.
22. All-Network calling will include numbers that are serviced by National Mobile Operators and Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g. 0862, 0861, 0860). Telkom shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Any other number, be it a premium rated, international and unknown number is excluded from the product.
23. Calls to Value Added Network Services licensees (hereinafter referred to as "VANS") are included in All-network calling. Telkom reserves the right to charge for VoIP calls on selected price plans at applicable out-of-bundle rates if abuse and/ or international bypass is detected.
24. Data for WhatsApp include Data used on WhatsApp & Viber calling and texting. Once Data for WhatsApp is depleted, the customer will consume from normal data or shall be charged at applicable out-of-bundle data rate R0.30 per MB. Notifications shall be sent to customers when Data for WhatsApp has been depleted.
25. Data for Streaming shall be used across Telkom content partners for both video and music. The Telkom content partners include YouTube, DStv Now, Showmax, Netflix SA, Google Play Movies, Google Play Music, Simfy Africa and Apple Music. Once Streaming Data is depleted, the customer will consume from normal data or shall be charged at applicable out-of-bundle data rate R0.30 per MB. Notifications shall be sent to customers when Data for Streaming has been depleted. For the latest Telkom LIT Content partner details visit <https://tlkm.link/LIT>.
26. The FreeMe Share Unlimited Data benefit is governed by a Fair Usage Policy (FUP) of 100GB per month. The speed shall be throttled to 128kbps if a subscriber reaches a data usage soft cap of 100GB before the end of the month. The speed shall be reset to normal speed at the beginning of each calendar month, alternatively, subscribers can purchase once-off or recurring data bundles.
27. All data traffic on FreeMe Share Unlimited that directs toward Peer-to-Peer sites or uses torrent applications will automatically be throttled to 128kbps upload and 128kbps download
28. FreeMe Share benefits may only be used for private and personal use and cannot be used for commercial purposes. This offer is only applicable for person-to-person usage and the SIM associated with a FreeMe

product shall not be used for purposes of least cost routing, server hosting, Internet cafés, Wi-Fi hotspots, international bypasses, payphones or call centres. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom Mobile shall have the right to immediately suspend the services.

29. Telkom will regard the exceptions mentioned in the above clause 28, as fraudulent activity and suspend the service immediately pending an investigation. (Note: Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected).
30. Telkom reserves the right, at any time, to terminate this offer without prior notification.
31. Telkom will place any amended terms and conditions on Telkom's website at the following URL: <http://www.telkom.co.za>; after which it will be deemed incorporated into the Agreement and bind the Customer from the date that the amendment was listed on the abovementioned site.

## FreeMe Share MultiSIM Terms and Conditions

32. FreeMe Share MultiSIM is a Value-Added Service (VAS), that can be added/linked onto a FreeMe Share Postpaid plan. This VAS allows a user to share resources like data bundles, voice minutes and SMS bundles from the FreeMe Share contract (Primary SIM).
33. The FreeMe Share MultiSIM service is available to FreeMe Share postpaid plans only.
34. FreeMe Share MultiSIMs shall always be linked to the primary SIM (FreeMe Share Contract). A secondary SIM card cannot exist on its own, it must be linked to a primary FreeMe Share Postpaid contract.
35. Up to 9 FreeMe Share MultiSIMs can be linked on a single FreeMe Share contract.
36. The first 3 FreeMe Share MultiSIMs linked to a FreeMe Share contract are free.
37. A monthly subscription fee per SIM will be billed, from the 4<sup>th</sup> FreeMe MultiSIM linked to the FreeMe Share contract.
38. Functionality such as Port-In shall be available to customer taking up the FreeMe Share MultiSIM.
39. RICA shall apply on all SIM cards issued.
40. The following rates, shall apply for the FreeMe Share contract inclusive benefits used by a FreeMe Share MultiSIM; **Voice:** R0.70 per minute (per second billing), **SMS:** R0.50 (160 characters) and **Data:** R0.30 per MB, shall apply for secondary SIM(s)
41. Once the plan inclusive resources and any ad-hoc bundle resources have been depleted, the following **Out of Bundle rates** shall apply for the Secondary/ FreeMe Share MultiSIM; **Voice:** R0.70 per minute (per second billing), **SMS:** R0.50 (160 characters) and **Data:** R0.30 per MB, shall apply for secondary SIM(s).
42. All International Roaming and International calling rates, as currently in use, shall remain in place for the FreeMe Share MultiSIMs.
43. FreeMe Share MultiSIM (secondary SIM) subscribers shall be directed to an out-of-bundle page once the inclusive Data bundle on the Primary Sim (FreeMe Share plan) has been depleted, notifications shall be sent for Data bundle depletion. The subscriber, Primary and Secondary SIMs, shall be able to select an option to either go out-of-bundle or discontinue the browsing session.
44. Functionalities such as Call Forward, Call Waiting and Call Barring, remains in place for the FreeMe Share MultiSIM subscribers.
45. Primary SIM will be able to set allowance to manage and control usages for all SIMs linked to the plan. Secondary SIMs will be able to consume all plan inclusive benefits, up to the set usage allowances.

46. On activation, there will be no usage allowances/limits set on all SIMs, primary SIMs and secondary SIMs.
47. When a voice or data allowance is set on any of the MultiSIMs, voice minutes/data is not transferred to that SIM. An allowance to use voice minutes or data to that prescribed limit is set on that SIM.
48. Where the customer (Primary SIM) does not set up usage limits, all plan inclusive benefits and any additional bundles purchased will be shared by all linked SIM cards linked to the FreeMe share plan, on a first come first serve basis.
49. FreeMe Share MultiSIM does not have a separate spend limit, therefore usage by the MultiSIM may result in additional costs billed to the Primary FreeMe contract.
50. FreeMe Share MultiSIM subscribers will not be eligible to receive or send airtime and data transfer.
51. FreeMe Share MultiSIM cannot purchase any Bundles.
52. Telkom Mobile 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.
53. Telkom Mobile will not incur any liability whatsoever for any loss or damage as a result of any use, authorized or unauthorized, resulting from virus attacks, security vulnerabilities, and loss of information.
54. Telkom reserves the right to amend this offering's terms and conditions, from time to time. Such amendments will be placed on Telkom's website at the following link: [http:// www.telkom.co.za](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.

## FreeMe Data validity

55. The validity period of All-networks Inclusive Data allocations on FreeMe Share plans such as 30GB for FreeMe Share 36GB plan, 50GB for the FreeMe Share 58GB, and 100GB on the FreeMe Share unlimited plan, will expire at the end of two consecutive calendar months.  
i.e. FreeMe Share 36GB, 30GB Inclusive Data allocated on 1 April will expire on 31 May.
56. The extension of Data expiry will be applicable to FreeMe Share data allocated and shall exclude promotional and campaign data on FreeMe plans.
57. The validity period of Data for WhatsApp on FreeMe will expire at the end of the current month of allocation.  
i.e. 3GB data for WhatsApp and Viber on FreeMe Share 36GB allocated on 1 April will expire on 30 April
58. The validity period of Data for Streaming on FreeMe Share plans, will expire at the end of the current month of allocation.  
i.e. 3GB Data for Streaming on FreeMe Share 36GB allocated on 1 April will expire on 30 April.
59. Any other Additional Data such as Telkom Data allocated as promotional or campaign Data shall expire at the end of the current month of allocation.  
i.e. Free promotional or Summer Campaign 10GB TM (Telkom Mobile) Data allocated on 1 April will expire on 30 April
60. Any unused Data for WhatsApp and Data for Streaming allocations shall be forfeited at the end of the current month.

## FreeMe Share Data Transfer

61. The FreeMe Share, Primary SIM subscribers on FreeMe Share 36GB and 58GB plans shall be eligible to transfer data to other subscribers on the Telkom Mobile network.
62. FreeMe Share subscribers on the new FreeMe Share Unlimited plan shall not be eligible to transfer data to other subscribers on the Telkom Mobile network.
63. The Inclusive All-networks Data on FreeMe Share plans such as 30GB and 50GB shall be transferable to other subscribers on the Telkom Mobile network.
64. The FreeMe Share subscribers shall be able to transfer data in the following denominations 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
65. The Data transfer on FreeMe Share plans shall be limited up to a maximum of 1GB daily transfer allowance and up to a maximum of 10GB monthly transfer allowance.
66. The recipient or subscriber who receives Data transfer cannot transfer Data to another subscriber on the Telkom Mobile networks. Only the Primary SIM can be a recipient of Data transfer, secondary SIMs (FreeMe Share MultiSIMs), are NOT eligible to receive transfer data.
67. The Data transferred will maintain the same expiry period according to the validity of the subscriber who transferred the data. The SMS notification of the Data transfer will be sent to the subscriber with the applicable expiry date.
68. The Data transfer option shall not be permitted on promotional data on FreeMe plans such as Data for WhatsApp and Data for Streaming.
69. The Data transfer option shall not be permitted on promotional or campaign 10GB TM (Telkom Mobile) Data.
70. The subscriber shall be able to transfer Data via the following channels USSD, Telkom Portal and Telkom App.

## **Out of Bundle Redirect options**

71. The FreeMe Share subscribers shall have an option via the following channels USSD, Telkom Portal and Telkom App to select one of the following options once the Inclusive data has been depleted;
  - 1) Browse at Out of Bundle rates for the remainder of this month
  - 2) Always re-direct service to Out of Bundle Page
  - 3) Never Re-direct, browse at Out of Bundle rates
72. The selected Out-of-Bundle redirect option will be applicable once the Data has been depleted on the FreeMe Share plan.
73. Each SIM linked to the FreeMe Share plan will have to select their Out-of-Bundle redirect option, once the Data has been depleted.
74. The Primary SIM and Secondary SIMs will not be able to access this functionality while there is still data on the FreeMe Share plan.
75. The customer can change the selected option anytime during the month via the following channels USSD, Telkom Portal and Telkom App.

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