

BizTalk Completely Unlimited Terms and Conditions

1. Definitions:

- a. "Abuse" is defined as any customer exceeding the maximum FUP threshold (for Telkom to Telkom fixed line and or Telkom Fixed to Mobile) limit by 70% at any time during a month;
- b. "Fixed to Mobile calls" means calls originating from the Service number to Telkom Mobile, Vodacom, MTN or Cell C numbers. Calls to other landline operators offering mobile services, as well as virtual mobile network operators are specifically excluded.
- c. "FUP" means Fair Usage Policy as expanded in clause 13;
- d. Power users: Customers exceeding any of the FUP thresholds (maximum minutes allowed) for three consecutive months. These customers will be offered alternative plans in month 4 when the Unlimited plan is cancelled.
- e. "the Service" means the BizTalk Completely Unlimited voice product offering.

2. The Service is subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products ("Standard Terms and Conditions"), available at www.telkom.co.za. Should there be a conflict between these Product-specific Terms and Conditions and the Standard Terms and Conditions, the Product-specific Terms and Conditions shall prevail.

3. This Service will be available as a new 24-month subscription-based plan. Once the contract has matured, the Service shall continue to run month-to-month until such time the customer or Telkom decides to terminate the Service. (Note: Telkom Business reserves the right to terminate this product offer without prior notice.)

4. The Service has a 24-month agreement with a monthly subscription charge of R 1199.00, including VAT, per month.

5. The Service offering is only offered on a single analogue line.

6. The Service charge includes the monthly rental of a single analogue line.

7. This offer is available to all new and existing Telkom Business customers and supports port-in numbers.

8. The package offers the following benefits:

8.1. Unlimited Telkom Fixed to Telkom Fixed line minutes (calls to ShareCall and MaxiCall calls included)

8.2. Unlimited Telkom Fixed to Mobile minutes

9. All international, premium-rated, any other Land Line Operators (OLO's) calls and Special numbers shall be excluded from the BizTalk Completely Unlimited calling benefit.

10. Telkom Business shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Calls made to any other network will be charged for at Telkom's standard applicable rates.

11. The following Telkom Business conversion, migration and termination business rules apply:

11.1 Upgrades: Customers may upgrade from the BizTalk Unlimited Lite Voice offering to the BizTalk Completely Unlimited Voice offering. In this instance no penalty will apply but the Customer will be required to enter into a new term agreement;

11.2 Early termination on customer request: If the Service is cancelled prior to the expiry of the 24 month contract on the customer's request an early termination charge equal to 10% of the remainder of the monthly subscription charges up to the end of the contract term shall apply.

11.3 Termination by Telkom due to customer exceeding the FUP for three consecutive months: The Service will be cancelled by Telkom and the early termination charge as indicated in 12.2 will be applied. If, however, the customer subscribes to another Telkom calling plan the early termination charge will be waived.

12. Fair Usage Policy will apply: Telkom Business shall monitor the traffic on the BizTalk Completely Unlimited Voice for the following deviations:

12.1. The BizTalk Completely Unlimited plan and associated benefits may only be used for business use and cannot be used for any other purpose. This offer is only applicable for person-to-person usage, not to be linked to lines on a PBX, shall not be used for purposes of least cost routing, Internet cafés, international bypasses, payphones or call centres. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom Business shall have the right to immediately cancel the BizTalk Completely Unlimited plan. The early termination charges as expounded in clause 11.2 shall apply.

12.2. The BizTalk Completely Unlimited services subscribed to under a company/business name from Telkom Business will be subject to the following Fair Usage Policy for voice calls:

12.3. The single line shall not originate more than 1670 outgoing voice minutes (770 minutes -Telkom Fixed to Telkom Fixed and 900 minutes - Telkom Fixed to Mobile) per month.

12.4. Telkom will endeavor to keep customers updated with regards to their minute usage during their bill month. This will be done via SMS, dispatched at the 50%, 80% and 100% of allowable minutes levels, as per the FUP is used per month. It is the responsibility of the customer to ensure that Telkom has updated contact information at all times. Telkom however cannot guarantee delivery of SMS's and or emails, nor accept any responsibility for the non-dispatch or non-deliver of the aforementioned notification SMS's and or emails.

12.5. The single line must receive incoming traffic. The percentage of incoming traffic in relation to outgoing traffic should at least be 5%

12.6. Telkom Business reserves the right to immediately cancel the BizTalk plan service in the event of abuse/suspected abuse.

13. In cases of high usage and/or abuse of benefits, Telkom Business reserves the right to cancel the BizTalk Completely Unlimited plan or suggest an upgrade to the customer to an alternate plan that better suits the customer's call profile.

13.1. BizTalk Completely Unlimited benefits may not be used in conjunction with any other calling and or discount plan to generate additional benefits. Any attempt to do so will be regarded as fraudulent activity and will lead to immediate cancellation of the Service pending an investigation. Should Telkom as a result of the investigation determine that the customer's conduct do constitute fraudulent activity as foreseen in this clause, Telkom Business reserves the right to cancel this Service and impose the early termination charges as foreseen in clause 11.2.

14. Telkom Business reserves the right to migrate the customer to a price equivalent plan, if such plan is available, when Abuse is detected.

15. Telkom Business reserves the right at any time to terminate this offer without prior notification.

16. Telkom reserves the right to refuse an application from a customer for the BizTalk Completely Unlimited plan if the customer's previous Unlimited plan was cancelled by Telkom due to the Fair Usage Policy thresholds being exceeded.

17. Telkom Business reserves the right to vary these terms and conditions at any time, without notice or reason. Such changes will be posted on the Telkom Business website and will be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you to review these terms and conditions at regular intervals.

18. E&OE.