

## Telkom Business Product Terms and Conditions

### Completely Unlimited - Voice Product

1. Telkom Business Mobile Standard Terms and Conditions apply (full details can be found on <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>). Completely Unlimited services subscribed to under a company/business name from Telkom Business Mobile will be subject to these business product-specific terms and conditions for Completely Unlimited.
2. The Completely Unlimited Voice product offering will be available as a new 24-month Post-paid plan. The Summer campaign promotional offer will only be available at participating Telkom Stores, Telkom Direct stores, Telkom Mobile contact centres, Telkom Direct Sales and dealers for a limited period only, starting 20 September 2015 to 31 March 2016. (Note: Telkom Mobile reserves the right to terminate or extend this promotion without prior notice.)
3. The Completely Unlimited Voice offering is based on a SIM-only plan (no device included) and is also available on handset deals.
4. The Completely Unlimited Voice offering (SIM-only and/or with handset deal) shall only be available on a 24-month contract. Once the contract has matured, the service shall continue to run month-to-month until such time the customer decides to migrate, convert or terminate the service.
5. The existing Telkom Business Mobile conversion, migration and termination business rules apply.
6. This offer is available to all new and existing Telkom Business Mobile customers and supports mobile number port-ins.
7. The package has a 24-month agreement with a monthly subscription rate of R1199.00 (SIM only), including VAT. During the promotional period the monthly subscription rate will be R999.00 (SIM only).
8. Multi-SIM shall not be allowed on the Completely Unlimited Product.
9. The package offers the following benefits (Acceptable Fair Usage Policy applies):
  - 9.1. Unlimited voice calling to any national mobile network, including Telkom fixed line and Neotel fixed line. Calls to any other service provider (network) are not included in the Completely Unlimited Voice calling benefit.
  - 9.2. Unlimited SMSs.
  - 9.3. Unlimited Data. Data usage is applicable on Telkom Mobile's own network infrastructure as well as Telkom Mobile's roaming partner.
  - 9.4. Includes calls to selected international destinations from R0.79 per minute.
10. All international and premium-rated calls shall be excluded from the Completely Unlimited calling benefit.
11. All international, premium-rated SMSs, MMSs and international MMSs shall be excluded from the Completely Unlimited SMS benefit.
12. All international roaming rates apply in International roaming situations.
13. Includes calls to Telkom non-geographic numbers, like toll-free , sharecall or smartaccess numbers. (e.g. 0800, 0861, 0860). All non-geographic numbers to other operators shall be excluded.
14. All existing once-off/recurring Internet data bundles are available for purchase on the Completely Unlimited Voice plan.
15. Telkom Business Mobile shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Qualifying numbers include all numbers that are serviced by National Mobile Operators, including Telkom fixed line and Neotel. Any other number, be it a premium rated, international, nongeographic, VoIP or any other network is excluded from the product.

16. Subscribers should ensure that the numbers dialled belong specifically to National Mobile Operators, including Telkom fixed line and Neotel fixed line. Calls made to any other network will be charged for at the applicable rate.
17. Acceptable Fair Usage Policy: Telkom Business Mobile shall proactively monitor the traffic on the Completely Unlimited Voice SIM for the following deviations:
  - 17.1. The Completely Unlimited and associated 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 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 Business Mobile shall have the right to immediately suspend the services.
18. Completely Unlimited services subscribed to under a company/business name from Telkom Business Mobile will be subject to the following Acceptable Fair Usage Policy for voice calls:
  - 18.1. The SIM shall not originate more than 3 000 outgoing voice minutes per month.
  - 18.2. The SIM shall not originate calls to more than 150 unique MSISDN numbers.
  - 18.3. The SIM must receive incoming traffic. The percentage of incoming traffic in relation to outgoing traffic should at least be 5% (Incoming traffic excludes calls received from the Telkom Mobile network).
  - 18.4. The SIM shall not be restricted to a fixed, geographical location.
  - 18.5. Telkom Business Mobile reserves the right to suspend the service in the event of suspected abuse where non-compliant devices as specified by the regulating body ICASA are being used on the Telkom Mobile network.
19. The Completely Unlimited SMS benefit is only applicable for person-to-person SMSs and is prohibited for person-to-machine, machine-to-person or machine-to-machine usage, as found in, but not limited to, Wireless Application Service Providers (WASPs) or auto-dial devices. Failure to adhere to this condition shall be a breach of these product terms and conditions and Telkom Business Mobile shall have the right to immediately suspend this service.
20. Completely Unlimited services subscribed to under a company/business name from Telkom Business Mobile will be subject to the following Acceptable Fair Usage Policy for sending SMSs:
  - 20.1. The SIM shall not originate more than 2 000 outgoing SMSs per month;
  - 20.2. The SIM shall not originate SMSs to more than 150 unique MSISDN numbers;
  - 20.3. The SIM shall not be restricted to a fixed, geographical location used to regularly send bulk SMSs to multiple numbers.
21. The Completely Unlimited Data benefit is governed by an Acceptable Fair Usage Policy (FUP) of 15GB per month. The speed shall be throttled to 128kbps if a subscriber reaches a data usage soft cap of 15GB 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.
22. The SIM shall only be used on the device provided as part of the deal on a 24-month contract or IMEI supplied at a point of purchase in case of Bring Your Own (BYO)/SIM-only offer.
23. In cases of high usage and/or abuse of benefits, Telkom Business Mobile reserves the right to impose a Fair Usage Limit (FUL) on notice to subscribers. Once abuse has been detected and subscribers have been notified; subscribers shall be charged at the then-applicable rates for all calls made. Telkom Business Mobile reserves the right to amend the FUL on notice to subscribers.
24. Completely Unlimited benefits may not be used in conjunction with any other promotion included in other Telkom Mobile products to generate additional benefits.
25. Telkom Business Mobile will regard the above as fraudulent activity and suspend the service immediately pending an investigation. (Note: Telkom Business Mobile reserves the right to suspend/terminate this service when any fraudulent activity is suspected.)

- 26. Telkom Business Mobile reserves the right to migrate this service when abuse is detected, to a price equivalent service (Smart One-Rate or SmartPlan 500 or SmartPhone plan).
  - 27. Telkom Business Mobile reserves the right at any time to terminate this offer without prior notification.
  - 28. Telkom will place any 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 Customer from the date that the amendment was listed on the abovementioned site. E&OE.
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**Declaration**

I have read, understand and agree to be bound by the terms and conditions of this Telkom Business Completely Unlimited offer.

The Subscriber acknowledges that he/she accepts full responsibility for the incurred monthly account. The provisions of the subscriber agreement shall be applicable to this annexure as if it is specifically incorporated herein.

**Customer:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_

Print Name

Signature

**Telkom Business Representative:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_

Print Name

Signature