

Telkom Product Terms and Conditions

FreeMe Postpaid and TopUp

1. Telkom Mobile Standard Terms and Conditions apply (full details can be found on <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>). FreeMe services subscribed to under a company or business name from Telkom Business Mobile will also be subject to these business product-specific terms and conditions.
2. The FreeMe Postpaid and TopUp product offering 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. Once the 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.
3. The existing Telkom Mobile conversion, migration and termination business rules apply. Customers can not migrate from FreeMe plans to any earlier legacy plans previously offered by Telkom from the date that FreeMe is introduced to the market.
4. This offer is available to all new and existing Telkom Consumer and Business customers and supports mobile number port-in.
5. All FreeMe Postpaid plans shall be permitted to utilize data out of bundle by default, while notifications are sent for bundle depletion.
6. Functionality such as Port-In shall be available to customer taking up either FreeMe Postpaid or TopUp plans.
7. All International Roaming and International calling rates, as currently in use, shall remain in place for FreeMe Postpaid and TopUp plans.
8. The Free SMS component will be subject to a Fair Usage policy of not more than 50 SMS's per day. Once the 51st SMS is sent out of bundle rate charging will commence at R0.30 per SMS of 160 characters or less.
9. No carryover of Data resources for monthly recurring bundles or plan components are permitted.
10. All available Value Added Services such as Unlimited VAS (Unlimited Friends & Family) shall remain in place for customers to purchase using self-service.
11. Functionalities such as Call Forward, Call Waiting, Call Barring, Airtime Transfer, Clip Restriction per Call, remains in place for all FreeMe Postpaid and TopUp plans.
12. All current Voice bundles available on USSD self-service shall be available to FreeMe Postpaid, TopUp and Legacy Plans.
13. A Fair Usage Policy (FUP) for Free On-net Calls is specified as 3000 minutes per month. The FUP shall be enforced on a cases by case basis. Notifications shall be sent to users as and when required.
14. Fair Usage Policy for calling to all Networks for FreeMe 20GB & FreeMe Unlimited –
 - 14.1. FUP of 1500 minutes for Telkom to Off Net National Networks for FreeMe 20GB &
 - 14.2. FUP of 3000 minutes for Telkom to Off Net National Networks for FreeMe Unlimited.
15. Notifications shall be sent to users as and when required. Customers that exceeds the FUP will be charged for calls after being notified at the applicable out-of-bundle rate.
16. FreeMe calls to Telkom numbers exclude 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 further be excluded from the FreeMe Telkom call benefit.
17. Telkom 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, non-geographic, VoIP or any other network is excluded from the product.

18. Free Calling using IM FUP permitted is 2GB per month, not transferrable to the following month. Usage speed shall be throttled to 64 kbps after reaching the FUP Limit. In order to restore service to full speed, a FreeMe Boost bundle can be purchased using self service options.
19. No Multi-SIM functionality will be made available to FreeMe Individual Postpaid and Hybrid Plans
20. All data traffic on FreeMe Unlimited that directs toward Peer-to-Peer sites or uses torrent applications will automatically be throttled to 128kbps upload and 128kbps download.
21. The FreeMe Unlimited Data benefit is governed by a Fair Usage Policy (FUP) of 25GB per month. The speed shall be throttled to 128kbps if a subscriber reaches a data usage soft cap of 25GB 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. FreeMe 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.
23. Telkom will regard the exceptions mentioned in 22. above 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).
24. Telkom reserves the right at any time to terminate this offer without prior notification.
25. 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.

E&OE.

Declaration

I have read, understand and agree to be bound by the terms and conditions of this Telkom FreeMe 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 Representative:

Signed at _____ on this _____ day of _____ 20 ____.

Print Name

Signature