

## Terms and Conditions for SmartInternet Plans

### Definitions:

**SmartInternet:** SmartInternet offer is a post-paid data plan that can be subscribed to on a 24 month contract with a device or on a month to month SIM only contract. The out of bundle services (e.g. SMS and voice calls) will be consumed from the credit limit.

**Once-off Data Bundle:** Once-off data bundles are ad-hoc data bundles available to SmartInternet subscribers to purchase when their inclusive data is used up.

**Recurring Data Bundle:** Recurring data bundles are data bundles available to SmartInternet subscribers to purchase once-off and are allocated as a recurring monthly allocation at the beginning of every calendar month.

### General Terms and Conditions:

1. Telkom Standard Terms and Conditions apply (full details may be accessed at [www.telkom.co.za](http://www.telkom.co.za))
2. Telkom reserves the right to amend this offerings 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>; which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
3. The service application process will only commence on the presentation of necessary supportive documentation.
4. All prospective subscribers shall undergo a credit vetting process before provisioning of Telkom's data offers.
5. RICA shall apply.
6. A SIM and connection fee shall apply if stipulated as a requirement.
7. The offer is available at Telkom stores. To locate the nearest Telkom store visit the following link <http://www.telkom.co.za/stores/>
8. Subscription to SmartInternet plans is subject to Telkom's and MTN roaming network coverage availability and is a best-effort service with no guarantees provided on availability or throughput.
9. Inclusive data bundle balance on SmartInternet plans shall not carry over to the following month but will expire at the end of each month.
10. SmartInternet subscribers consume out of bundle data usage and services out of their credit limit once they have consumed and depleted the free resources within the month.
11. The out of bundle rate of R0.29 per MB shall apply on SmartInternet offers.
12. Prices include VAT. Normal voice services are enabled on data offers at R2,75 per minute on a per second billing, with the exception of emergency services (10111, 10177 and 112) and helpdesk (081 183) which are free.
13. SMS is enabled for normal usage, notification and balance enquiry.
14. Night surfer data shall be available on the following SmartInternet plans: 500MB, 1GB, 2GB, 5G, 10GB, 20GB, 50GB and 100GB SmartInternet plans.
15. Night surfer time shall start at 12am until 7am and it is a Telkom data bundle with no MTN roaming.
16. SmartInternet subscribers will qualify for Free Unlimited Wi-Fi every month if Free Unlimited Wi-Fi access is specified as a feature of the offer.
17. Free Unlimited Wi-Fi for qualifying offers or deals will be allocated as follows: Free Unlimited Wi-Fi with a Fair usage cap of 10GB per month shall apply. The Free Unlimited speed shall be throttled to 128kbps if a subscriber reaches a

data usage of 10GB via Wi-Fi access before end of the month. The speed shall be reset to normal speed at the beginning of each month.

18. Wi-Fi access is limited to Telkom Mobile Wi-Fi hotspot areas.
19. A compatible device is required to access Telkom and MTN roaming network respectively. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
20. Telkom shall not be held responsible for failure to access internet at locations where Telkom does not have coverage and the service experience may change from time to time.
21. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of this service.
22. Telkom 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 or loss of information.
23. Prices are valid at date of print. E&OE.

#### 24. **Migrations:**

##### 24.1. **Upward Migrations**

An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher subscription than the existing package, during the fixed term portion of the agreement.

- 24.1.1. The subscriber may upward migrate without any penalties at any time during the fixed term agreement.
- 24.1.2. The subscriber shall retain any balance of the once-off internet bundles at time of upward migration.
- 24.1.3. The subscriber shall continue with the existing contract agreement, and shall not be considered to have entered into a new contract agreement based on the migration request.
- 24.1.4. Subscribers who are subscribed to old offers can migrate to the new broadband offers.
- 24.1.5. Upward migrations are limited to one instance per calendar month only.

##### 24.2. **Downward Migrations**

A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower subscription than the existing package, during the fixed term portion of the agreement.

- 24.2.1. The subscriber will be liable to pay a migration fee for a downward migration, which will be determined at the time of requesting the migration.
- 24.2.2. The subscriber shall retain any balance of the once-off Internet bundles at time of downward migration.
- 24.2.3. Telkom shall, as a downward migration fee, recover the difference in device subsidy between the original and the newly selected packages as well as a R400 incl. VAT administration fee.
- 24.2.4. The subscriber shall continue with the existing agreement, and shall not be considered to have entered into a new agreement based on the migration request.

#### 25. **Early Terminations:**

Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry.

- 25.1. The subscriber shall be liable to pay an early termination fee. The early termination fee will be calculated at the time of requesting the early termination.
- 25.2. Telkom shall, as an early termination fee, recover an R800 administration fee and also recover the device subsidy for the remainder of the contract term.

#### 26. **Service Conversions:**

- 26.1. This refers to scenarios where a subscriber wishes to change from a post-paid account to either a hybrid/top-up account or a prepaid option.
- 26.2. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number allocated to him, or ported over by Telkom.