

## Telkom Terms and Conditions for SmartInternet Unlimited

### 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.

**SmartInternet Unlimited** - Is a capped throughput/speed unlimited Data offer which can be used on Telkom mobile's and MTN's Network

**AUP (Acceptable Usage Policy)** - Means the Telkom Acceptable Use Policy located at <http://www.telkom.co.za/general/termsandconditions/index.html>

**Uncapped Internet Usage Product** - Means a service provided subject to the Fair Usage Policy clause of the Telkom Acceptable Use Policy;

### General Terms and Conditions:

1. Telkom Standard Terms and Conditions apply (full details may be accessed at <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. Subscription to the SmartInternet Unlimited plan is subject to Telkom's 3G and MTN 3G roaming network coverage availability.
8. To check coverage please visit [www.telkom.co.za/coverage](http://www.telkom.co.za/coverage)
9. SmartInternet Unlimited is a capped throughput/speed unlimited Data offer which can be used on Telkom mobile's and MTN's Network.
10. SmartInternet Unlimited offers a capped speed with network speeds capped at up to 4Mbps.
11. The SmartInternet Unlimited offer is subject to a Fair Usage Policy (FUP).
12. FUP (Fair Usage Policy) of 100GB applies, once the 100GB has been exceeded the subscriber will be throttled down 128kbps for the remainder of the month.
13. The normal capped speed of up to 4 Mbps will resume at the beginning of the following month.
14. There is no out of bundle charge for this service as once the FUP of 100GB has been reached the subscriber will continue to be able to use the service at reduce speed of 128Kbps for the remainder of the month.
15. No carry-over of data to the following month shall apply to the SmartInternet Unlimited service and all-inclusive benefits shall reset at the beginning of each calendar month.
16. Night surfer data is not applicable to the SmartInternet Unlimited.
17. No MultiSIM or Data MultiSIM is permitted on the SmartInternet Unlimited offer.

18. The SmartInternet Unlimited offer includes a router, the service and will not be sold as a SIM only service.
19. The SmartInternet Unlimited service shall be available on a 24 month contract only.
20. SMS will be charged at R0.50 per SMS
21. MMS will be charged at R0.50 per MMS
22. Normal voice services are enabled on data offers at R 2,77 per minute on a per second billing, with the exception of emergency services (10111, 10177 and 112) and helpdesk (081 180) which are free.
23. Prices include VAT.
24. SMS is enabled for normal usage, notification and balance enquiry.
25. SmartInternet Unlimited subscribers will qualify for Free Unlimited Wi-Fi every month at Telkom Mobile Hotspots.
26. 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.
27. Wi-Fi access is limited to Telkom Mobile Wi-Fi hotspot areas.
28. 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.
29. 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.
30. Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorized or unauthorised, resulting from virus attacks, security vulnerabilities or loss of information.
31. Prices are valid at date of print. E&OE.

## 32. Migrations

### 32.1 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.

- 32.1.1 The subscriber may upward migrate without any penalties at any time during the fixed term agreement.
- 32.2.2 The subscriber shall retain any balance of the once-off internet bundles at time of upward migration.
- 32.2.3 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.
- 32.2.4 Subscribers who are subscribed to old offers can migrate to the new broadband offers.
- 32.2.5 Upward migrations are limited to one instance per calendar month only.

### 32.2 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.

- 32.2.1 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.
- 32.2.2 The subscriber shall retain any balance of the once-off Internet bundles at time of downward migration.
- 32.2.3 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 administration fee.
- 32.2.4 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.

**33. Early Terminations**

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

- 33.1 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.
- 33.2 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.

**34. Service Conversions**

- 34.1 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.
- 34.2 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

**Declaration**

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature