

Telkom app – End User Licence Agreement

1. Your use of the Telkom app is governed by the following terms and conditions (**Agreement**). If you use the Telkom app, you agree to be bound by the Agreement. If you do not agree to be bound by the terms of this Agreement or you do not want to use the Telkom app:

- (i) if the Telkom app came pre-installed on your mobile device, you should delete it; or
- (ii) if you downloaded the Telkom app to your mobile device, you should delete it.

You are solely responsible to ensure that the Telkom app has been deleted from your device if you do not agree to the terms and conditions of the Agreement.

2. **Scope:** You acknowledge that this Agreement applies in addition to the Telkom subscriber terms and conditions applicable to Telkom's provision of electronic communications services and products to you (found at www.telkom.co.za/terms).

3. **Licence:** Telkom grants you a limited, non-transferable and non-exclusive, revocable personal licence to use the Telkom app in South Africa on the mobile device on which it was received or downloaded by you, for non-commercial purposes subject to the terms of this Agreement. Any upgrade or new release of the Telkom app is also subject to the provisions of this Agreement.

4. **Notifications:** As part of your use of the Telkom app, you consent to Telkom sending you push notifications relating to the operation of the Telkom app and your use of it, details about your service arrangements with Telkom, including, without limitation, recommended offers available when your contract is due for an upgrade or based on your current usage behaviour.

5. **Charges:** The Telkom app is provided free of charge to you as part of Telkom's provision of electronic communication services to you. You will not pay any data charges for your ongoing use of this Telkom app, except

- (i) whilst roaming, in which case all data use will be charged at the applicable international roaming rate,
- (ii) when you access a non-Telkom hosted webpage within the app or when redirected to a web browser. If you are Telkom prepaid customer, you must have airtime on your mobile phone service to access the Telkom application and
- (iii) when downloading the Telkom app from the Google Play™ store or Apple App store.

7. **Conditions of use:** You must not reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the Telkom app. You must not modify, transfer, distribute, pledge, sublicense, rent, lease, or create derivative works based on the Telkom app, including its user interfaces. You must not use the Telkom app for any unlawful or illegal activity. You must not knowingly take any action that would cause the Telkom app to be placed in the public domain or otherwise disclosed to the public.

8. Ownership of the Telkom app: You acknowledge that (i) the Telkom app is protected by intellectual property laws, and embodies valuable confidential and trade secret information of Telkom and its licensor; (ii) Telkom or its licensor retains all right, title and interest in and to the Telkom app; and (iii) ownership of all patent, copyright, trade secrets and other intellectual property rights, shall be and remain the sole property of Telkom or its licensor.

9. Modification: Telkom may, in its sole discretion and on reasonable notice to you, change, add or remove any part of this Agreement, or any other terms, features or functionality of the Telkom app at any time. Any changes in relation to the Telkom app by Telkom shall become part of the Agreement and is thereafter deemed accepted by you. By continuing to use the Telkom app after any changes you indicate acceptance of the changes. If you do not agree to the changes, you should follow the steps set out at Clause 1 of this Agreement in relation to deletion, as required.

10. Term and Termination: This Agreement commences when you first use the Telkom app and continues until terminated by either party. Telkom may, on reasonable notice to you, terminate this Agreement in its discretion and cease providing the Telkom app (or any part of it) at any time. You may terminate this agreement and your use of the Telkom app at any time by following the steps set out at Clause 1 of this Agreement in relation to deactivation or deletion, as required.

11. Timing/Accuracy: Due to processing times, recent account activity, including recently made calls or recent data usage and, for Telkom prepaid customers, recent airtime recharges or data top-ups, may not immediately appear in usage details listed in the Telkom app. To obtain the most up-to-date information available, update the Telkom app after any recent account activity. Otherwise, the accuracy of the system is updated as set out on your Telkom app screen.

12. Disclaimer: TO THE EXTENT PERMITTED BY LAW, TELKOM SA SOC (LTD.) DOES NOT REPRESENT, WARRANT OR GUARANTEE THE SUITABILITY, COMPLETENESS, ACCURACY OR CURRENCY OF ANY INFORMATION OR CONTENT ACCESSED VIA THE TELKOM APP OR THAT THE TELKOM APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT, TO THE EXTENT PERMITTED BY LAW, APPLE OR GOOGLE DOES NOT HAVE ANY WARRANTY OR OTHER OBLIGATIONS IN RESPECT OF THE TELKOM APP.

13. Personal Information and Privacy: Telkom will handle any personal information in accordance with the Telkom Privacy Policy. You acknowledge and agree that you have read our Privacy Policy, which is available at http://www.telkom.co.za/about_us/regulatory/paia.shtml and is incorporated in this Agreement by this reference. You must ensure your mobile device and any passwords you use in relation to such device are kept secure.

14. Contact info: All support enquiries relating to the Telkom app should be directed to Telkom at <http://www.telkom.co.za/today/help/personal/talk-to-us-anchor/#start-chat>. You acknowledge that Apple and Google have no obligation to provide maintenance and support services in relation to the Telkom app.