

TERMS AND CONDITIONS – FIXED MOBILE CONVERGENCE BUNDLES (MIX) AND MOBILE ADD ON

General

- (a) The following Terms and Conditions contain explicit assumptions of the risks and/or liabilities applicable to all customers who choose to subscribe to any Telkom MIX offer, moreover extends to limit liabilities, which Telkom will have towards a customer and other persons
- (b) These standard “Terms and Conditions” confirm that a customer has lawfully requested from Telkom to provide him/her with certain electronic communication products and/or services, known to the customer as a Telkom Mix or a Telkom Mobile Add on offer / bundle containing specific fixed and mobile standalone products/services
- (c) The aforementioned products and services are described on the Telkom offerings schedule, available at the following address: www.telkom.co.za and each of these products has its own product specific terms and conditions which will prevail
- (d) The customer accepts and agrees that these terms and conditions will become binding upon commencement date, that is, once Telkom has processed the application form and agreed to provide the customer with the selected products and services and associated installation thereof
- (e) A *customer* for descriptive/reference purposes of these terms and conditions will be similar to that of a *subscriber* seen in the same context
- (f) A *contract* for descriptive/reference purposes of these terms and conditions will be similar to that of an *agreement* seen in the same context

Product Specific Terms & Conditions – MIX and MOBILE ADD ON

- Telkom Mix and Telkom Mobile add-on product offerings /bundles will be available on a promotion basis as a new 24 month contract plan to new and existing customers
- Bundles are predefined and preconfigured and no element (plan, device, colour, amount, price etc.) may be altered/changed
- Customers are eligible for renewal of the contract from month 22 and may choose any current or available in product catalogue on Telkom systems (OMS) at the time of upgrade/ renewal.
- These offers will be available at and through participating Telkom stores, Telkom contact centres, Telkom Direct Sales and dealers for a limited period only, as specified online, in print or as per campaign communication
- Telkom reserves the right to terminate or extend a promotion without prior notice and cannot guarantee any stock of any mobile or fixed line device that forms part of a bundle

- Current RICA and Credit vetting rules will apply
- On expiration of the Initial Contract Period, the Subscriber will have the right to either confirm the termination of the Agreement by giving Telkom notice of its election to terminate the Agreement (written or verbal), or agree to enter into a renewal/ upgrade which might include completion of a new application form
- Should a subscriber fail to notify Telkom of its election to either terminate or renew the Agreement, or more so, in the event where Telkom has failed to initiate contact and/or failed in any attempt to renew or upgrade a customer through any campaign or marketing activities, the agreement will continue on a month to month basis, up to a maximum of six (6) months. **IMPORTANT TO NOTE:** Once the contract has matured (lapsed), any associated discount and/or benefit, like free bidirectional calling between numbers will also expire and will be terminated within six (6) months of lapse date
- Any Month to Month Agreement as envisaged in terms of the previous clause may be terminated by either party by giving one (1) months written notice to the other party
- Where a customer opt to be migrated to a prepaid service, Telkom will endeavour to retain the original MSISDN (subscriber number) where possible, but cannot be held liable to reinstate any mobile number that has been recycled due to inactivity or migration (voluntary or forced)
- A customer will not be allowed to opt for the same contract at the same price point (renewal at same price point)
- No admin fee will be payable for a contract renewal / upgrade
- In SmartPlans where “Unlimited calls to Telkom mobile numbers” are punted, it will be for the first 12 months only, unless stated otherwise
- Unlimited Fixed Line calls will be limited to Telkom’s network, and where stated Telkom Mobile numbers, unless stated otherwise. Telkom non-geographic services, Neotel as well as Neotel non-geographic services and standard VANs numbers such as 0800, 0860, 0861, 087 calls might be charged at “out of bundle” rates. Customers should familiarise themselves with the fixed calling plans that they subscribe to or that forms part of a Mix bundle.
- Unlimited Wi-Fi carries a 10GB Fair Usage Policy at all times .The 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.
- Porting of numbers from other donor networks are supported, but the onus is upon a customer to ensure that correct procedure is followed (Mobile Number Portability process)
- All voice calls are network restricted to 59 minutes 59 seconds. After 59 minutes 59 seconds, the call will be automatically cut by the network. Customers can dial again if they have sufficient resources available.
- Telkom reserves the right at any time to withdraw any advertised offer without prior notification. Agreements already in operation will however be honoured.
- Telkom reserves the right to vary terms and conditions at any time and such changes will be posted on the Telkom website and will be deemed to have been accepted by a customer. The obligation is therefore on a customer to review these terms and conditions at regular intervals.
- All prices are subject to change without prior notice.
- Any related promotion for which this product may qualify should be read and understood in conjunction and might be excluded from such related promotions at the time.

- Some items advertised might be a depiction of the product on offer and the actual devices / items may vary slightly and accessories are excluded, unless stated otherwise.
- Any grounds for litigation will be handled without prejudice and Telkom will undertake to resolve issues amicably where merit exist.
- Errors and Omissions Excepted

Modification of Terms and Conditions:

- (a) Telkom reserves the right, at any time, to change these Terms and Conditions and any rules relating to its products and services, and to modify its products and services at its discretion.
- (b) Telkom shall be entitled to terminate the Service of any Customer, if such Customer is involved in any fraudulent activity or suspected fraudulent activity.
- (c) Refer to www.telkom.co.za for product and services rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the website or elsewhere within any other reasonable forms of communication and media formats.