

## 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. At the time of maturity of the contract (or applicable promotional period) any additional promotional data, minutes, discounts added to the contract will expire and the customer will be charged the SIM Only standard plan on a month to month rate.
4. 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.
5. This offer is available to all new and existing Telkom Consumer and Business customers and supports mobile number port-in.
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. FreeMe Postpaid subscribers shall be directed to an out-of-bundle page once the inclusive Data bundle has been depleted, notifications shall be sent for Data bundle depletion. The subscriber shall select an option to either go out-of-bundle or purchase a data bundle.
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 Telkom Fixed and Telkom Mobile (On-network) calls is specified as 3000 minutes per month. The FUP shall apply and be enforced once the customer exceeds the 3000 minutes. Should a customer exceed the FUP minutes, he / she shall be charged for calls at applicable out-of-bundle

- rate R0.70 per minute. Notifications shall be sent to customers (per SMS) when the On-network FUP minutes have been reached.
14. A Fair Usage Policy (FUP) for All-Network calls on FreeMe 20GB is specified as 1500 minutes per month. Should a customer exceed the FUP minutes, he/ she shall be charged for calls at applicable out-of-bundle rate R0.70 per minute. Notifications shall be sent to customers (per SMS) when All-Network FUP minutes have been reached.
  15. A Fair Usage Policy (FUP) for All-Network calls on FreeMe Unlimited is specified as 3000 minutes per month. Should a customer exceed the FUP minutes, he/ she shall be charged for calls at applicable out-of-bundle rate R0.70 per minute. Notifications shall be sent to customers (per SMS) when the FUP minutes have been reached.
  16. Notifications shall be sent to customers that exceeds the FUP as described above, and thereafter those customers will be charged for calls at the applicable out-of-bundle rate.
  17. FreeMe calls to Telkom Fixed and Telkom Mobile (On-network) numbers exclude calls to Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g. 0862, 0861, 0860). All non-geographic numbers to other operators shall further be excluded from the FreeMe Telkom call benefit.
  18. On FreeMe 20GB and FreeMe Unlimited packages which include All-network calling, Telkom shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Qualifying numbers include numbers that are serviced by National Mobile Operators, including Telkom fixed line and Neotel. Any other number, be it a premium rated, international or unknown number is excluded from the product.
  19. Calls to Value Added Network Services licensees (hereinafter referred to as "VANS") are included in All-network calling. Telkom reserves the right to charge for VoIP calls on selected price plans at applicable out-of-bundle rates if abuse and/ or international bypass is detected.
  20. Free All-Network calling on FreeMe 20GB and FreeMe Unlimited will include calls to Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g. 0862, 0861, 0860).
  21. Free Calling using IM (Instant Messaging) FUP permitted is 2GB per month for WhatsApp, Viber and BBM, not transferrable to the following month. Once the IM FUP data is depleted, the customer will consume from normal data or shall be charged at applicable out-of-bundle data rate R0.30 per MB. Notifications shall be sent to customers per SMS when the FUP for IM data has been reached.
  22. No Multi-SIM functionality will be made available to FreeMe Individual Postpaid and Hybrid Plans.
  23. 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.
  24. 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.
  25. LIT promotional data was added to FreeMe 2GB and higher plans. By taking up a FreeMe mobile deal, customers accept the terms and conditions that govern the use of LIT Music and Video Value Added Services (VAS). Full detail with regards to product-specific terms and conditions for LIT Music and Video VAS may be accessed at: <http://www.telkom.co.za>.
  26. 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.
  27. Telkom will regard the exceptions mentioned in 26. 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).

28. Telkom reserves the right at any time to terminate this offer without prior notification.
29. 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.

## **FreeMe Data validity**

30. The validity period of All-networks Inclusive Data allocations on FreeMe plans such as 500MB, 1GB, 2GB, 5GB, 10GB, 20GB, 30GB, 50GB and Unlimited has been extended by one additional month and will expire at the end of two consecutive calendar months.
  - i.e. FreeMe 1GB Inclusive Data allocated on 1 November will expire on 31 December.
31. The extension of Data expiry will be applicable to FreeMe Data allocated and shall exclude promotional and campaign data on FreeMe plans.
32. The validity period of promotional Data on FreeMe such as Free 2GB Instant Messaging for WhatsApp, Viber and BBM shall remain unchanged and will expire at the end of the current month of allocation.
  - i.e. Free 2GB Instant Messaging for WhatsApp, Viber and BBM allocated on 1 November will expire on 30 November.
33. The validity period of promotional Data on FreeMe plans such as Free LIT Music Streaming shall remain unchanged and will expire at the end of the current month of allocation.
  - i.e. Free 10GB LIT Music Streaming allocated on 1 November will expire on 30 November.
34. The validity period of promotional Data on FreeMe plans such as Free LIT Video Streaming shall remain unchanged and will expire at the end of the current month of allocation.
  - i.e. Free 50GB LIT Video Streaming allocated on 1 November will expire on 30 November.
35. Any other Additional Data such as Telkom Data allocated as promotional or campaign Data shall remain unchanged and will expire at the end of the current month of allocation.
  - i.e. Free promotional or campaign 10GB TM (Telkom Mobile) Data allocated on 1 November will expire on 30 November.
36. Any unused data from the Free 2GB Instant Messaging Data, Free LIT (Music and Video) Streaming Data and promotional / campaign Data allocations shall be forfeited at the end of the current month.

## **FreeMe Data Transfer**

37. FreeMe subscribers on FreeMe 500MB, 1GB, 2GB, 5GB, 10GB, 20GB, FreeMe Family 30GB and 50GB plans shall be eligible to transfer data to other subscribers on the Telkom Mobile network.
38. FreeMe subscribers on FreeMe Unlimited and FreeMe Family Unlimited plans shall not be eligible to transfer data to other subscribers on the Telkom Mobile network.
39. The Inclusive All-networks Data on FreeMe plans such as 1GB, 2GB, 5GB, 10GB, 20GB, 30GB and 50GB shall be transferable to other subscribers on the Telkom Mobile network.
40. FreeMe subscribers shall be able to transfer data in the following denominations 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
41. The Data transfer on FreeMe plans shall be limited up to a maximum of 1GB daily transfer allowance and up to a maximum of 10GB monthly transfer allowance.
42. The recipient or subscriber who receives Data transfer cannot transfer Data to another subscriber on the Telkom Mobile networks.

43. The Data transferred will maintain the same expiry period according to the validity of the subscriber who transferred the data. The SMS notification of the Data transfer will be sent to the subscriber with the applicable expiry date.
44. The Data transfer option shall not be permitted on promotional data on FreeMe plans such as Free 2GB Instant Messaging for WhatsApp, Viber and BBM.
45. The Data transfer option shall not be permitted on promotional data on FreeMe plans such as Free LIT (Music and Video) Streaming Data.
46. The Data transfer option shall not be permitted on promotional or campaign 10GB TM (Telkom Mobile) Data.
47. The subscriber shall be able to transfer Data via the following channels USSD, Telkom Portal and Telkom App.

*\*\*Refer to the Data Classification table for additional information on the data type and validity period*

Data Type	FreeMe Packages	Data Validity	Data Transfer
<b>Inclusive All-network Data</b>	FreeMe 500MB / FreeMe 500MB TopUp	2 calendar months	Yes, Allowed
	FreeMe 1GB / FreeMe 1GB TopUp		
	FreeMe 2GB / FreeMe 2GB TopUp		
	FreeMe 5GB / FreeMe 5GB TopUp		
	FreeMe 10GB / FreeMe 10GB TopUp		
	FreeMe 20GB		No, not Allowed
	FreeMe Unlimited		Yes, Allowed
	FreeMe Family 30GB		No, not Allowed
	FreeMe Family 50GB		
	FreeMe Family Unlimited		
<b>Promotional Data</b>	2GB Instant Messaging (IM Data)	Current month	No, not Allowed
	10GB LIT Music Streaming Data		
	50GB LIT Video Streaming Data		
<b>Campaign Data</b>	Additional 10GB TM (Telkom Mobile) Data	Current month	No, not Allowed

## Out of Bundle Redirect options

48. FreeMe subscribers shall have an option via the following channels USSD, Telkom Portal and Telkom App to select one of the following options once the Inclusive data has been depleted;
- 1) Browse at Out of Bundle rates for the remainder of this month
  - 2) Always re-direct service to Out of Bundle Page
  - 3) Never Re-direct, browse at Out of Bundle rates
49. The selected Out-of-Bundle redirect option will be applicable once the Data has been depleted.
50. The customer can change the selected option anytime during the month via the following channels USSD, Telkom Portal and Telkom App.

E&OE.