



## **TELKOM INTERNET TERMS AND CONDITIONS ON ADD-ON SERVICES and VALUE-ADDED SERVICES (VAS) LAST UPDATED - NOVEMBER 2020**

### **1. INTRODUCTION**

These terms and conditions, as amended by Telkom from time to time, are applicable to the provision and use of the Value-Added Services and Add-On Services which are provided by Telkom to its Customers. The Value-Added Services and Add-On are provided by Telkom in terms of, and subject to:

1.1 Telkom Internet Terms and conditions:

[https://www.telkom.co.za/about\\_us/download/telkominternet\\_termsandconditions.pdf](https://www.telkom.co.za/about_us/download/telkominternet_termsandconditions.pdf)

1.2 Telkom Internet Acceptable Use Policy located at:

[www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf](http://www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf);

### **2. FREE DATA**

Telkom Internet free data allocation is available to Telkom Internet Customers subscribing to SoftCap products excluding the 1GB, 1Mbps. Telkom Internet free data consumption is dependent on the availability of the monthly data allocation meaning, if your 20GB monthly data allocation is depleted, you will not be able to use the free data. Telkom reserves the right to allocate data thereof and is subject to the following conditions.

#### **2.1 Education and Social Networking**

- a) The free data allowance includes data for use on the following websites and IM services is available for Twitter, Facebook, LinkedIn, WhatsApp, Google Chat (IM only), Yahoo Messaging (IM only), MSN/Windows Live Messaging (IM only).
- b) IM: means Instant Message, a real-time, text-based communication medium similar to chat, as utilised in some social networking environments over the internet.
- c) Data accessed via links or embedded content (for example YouTube, VOIP, Video Calling, Cloud/Storage services and e-mail via social networking) will not qualify as free data but will count towards your monthly limit.
- d) Social Networking Services: refer to electronic social network platforms used to build relations among people who share interests and activities

- d) Services qualifying for free data allowance can be changed at Telkom's sole discretion. You are therefore advised to check whether the website you wish to access is listed on <https://tlkm.link/ZeroRatedSites> before attempting to access any website or IM service.
- e) Accessing identified Social Networking services is subject to Telkom Internet Acceptable Use "AUP" Policy which may be accessed at: [www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf](http://www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf);
- f) Once your SoftCap limit is reached, you will no longer have access to the zero-rated educational and social networking services
- h) Total usage for identified websites and services can be viewed by using the Telkom Internet Usage Tracking Tool: <https://customerportal.telkomsa.net>

## 2.2 Night Surfer

Night Surfer is the free data Telkom offers to SoftCap subscribers (excluding 1GB & 1Mbps) for use between 00:00am to 7:00am that does not count towards your SoftCap monthly allocation. However, once you have reached your SoftCap limit, you will no longer be able to use the free Night Surfer data.

## 2.3 Telkom Internet Mobile Data

Telkom Internet mobile data allocation is available to Telkom Internet customers on SoftCap and Uncapped products excluding the 1GB, 1Mbps Uncapped Unlimited Home and Home Unlimited Lite products; however, Telkom reserves the right to apply distribution thereof. TI Mobile can be used as failover in the event of outage. Telkom Internet Customers that have activated this capability will receive a set allocation of monthly recurring data, ranging between 1GB, 2GB and 3GB depending the package subscribed to, to be consumed from their mobile connection, subject to the following conditions:

- a. All prospective subscribers consent to undergo credit vetting process before provisioning of the Telkom Internet mobile data service.
- b. RICA shall apply.
- c. The first SIM will be supplied free of charge; however, a SIM and connection fee shall apply for any additional SIM's.
- d. A maximum of 5 (five) SIMs will be allowed for a residential customer and 10 SIMs for a business customer.
- e. 5 or 10 SIMS linked to the same Telkom Internet product will consume the same data allocated on the product e.g. if an account with 1GB free TI Mobile data has 5 SIMS activated, all the 5 SIMS will consume from the 1GB allocation
- f. A compatible 3G and LTE device is required to use through the Telkom Mobile 3G and LTE network respectively. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device or supported by the network.

- g. An LTE modem/router that is compatible with the 1800MHz and/or 2300MHz band will be required for the subscriber that wishes to experience the LTE speeds on the Telkom Mobile network.
- h. 3G and LTE Data modems and routers that support download speeds of up to 7.2Mbps and up to 21Mbps will be available in store. The device speed has an impact on the network speed experienced by the subscriber.
- i. All Networks Internet Bundle – means a 3G/4G/LTE-based Internet bundle that is used to access data on Telkom Mobile’s GSM network.
- j. All Telkom Mobile Internet data allocations are LTE enabled thus can also be used in LTE network coverage to access Internet subject to using an LTE enabled device.
- k. LTE access is limited to availability of LTE network coverage visit the following site to check if you are in an LTE coverage <https://secure.telkom.co.za/today/ucm/>
- l. Subscription to Telkom Internet Mobile data is subject to Telkom 3G/LTE network coverage and network availability. The service is a best-effort service and no guarantees are provided on availability or throughput.
- m. The Telkom Internet mobile data is available only on the Telkom Mobile network.
- n. Out of bundle data can be purchased on Top-up
- o. Telkom shall not be held responsible for failure to access Internet at locations where Telkom’s mobile network does not have coverage and the service experience may change from time to time.
- p. Data balances of inclusive Internet bundles for Telkom Internet mobile data will not carry over to the following month but will expire at the end of the month, e.g If the 1GB data allocated for July is not finished by 31 July, it will not carry over to August.
- q. Telkom Internet mobile data – Top-up is valid until the end of the following calendar month from date of activation.
- r. Out of bundle rates will apply for Telkom Internet mobile data when activated by the subscriber.
- s. Telkom is not liable for any loss or damage to a Customer’s property or equipment arising out of the provision, installation or maintenance and use of Telkom’s mobile’s 3G/LTE service.
- t. Telkom will not incur any liability whatsoever for any loss or damage because of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, and loss of information.
- u. Prices include VAT.
- v. SMS and voice capabilities are not available.
- w. TI Mobile data can be purchased by accessing Self Service Portal at <https://customerportal.telkomsa.net>

### **3. ADD ON SERVICES**

#### **3.1 TI Entertainment**

TI Entertainment is a value-added bolt-on streaming package that allows SoftCap subscribers access to selected websites and content services to be accounted for as part of the bolt-on and zero rated on associated SoftCap product. Once your SoftCap limit is reached you will no longer have access to zero-rated TI Entertainment service. TI entertainment is subject to the following conditions:

- a) This service is available for purchase to SoftCap customers from 20GB and higher packages.
- b) The service includes uncapped data to the following video services subject to the Telkom Internet AUP Policy:
  - i. iTunes (AppleTV)\*
  - ii. DStv BoxOffice Online\*\*
  - iii. DStv CatchUp Online\*\*\*

\* Will require an Apple TV device

- Excludes all apps services for example YouTube, Hulu, Netflix and Podcasts etc.
- Uncapped data only includes iTunes movies renting, buying and music

\*\*Must have a subscription to DSTV BoxOffice

\*\*\*Must be a DSTV Premium Subscriber

### **3.2 Integrated Data Service (IDS)**

Telkom Integrated Data (IDS) service is available to all SoftCap Telkom Internet Customers on 20GB and higher packages, for an additional subscription. IDS gives Telkom Internet SoftCap Customers the capability to use their full SoftCap data bundle on either fixed or mobile/smart devices.

Telkom Internet Uncapped subscribers, can purchase IDS as an additional internet account. Customers that have registered for IDS service can utilise it on their fixed broadband and allocated Telkom mobile data SIM, subject to the following conditions:

- i) All prospective subscribers consent to undergo credit vetting process before provisioning of the Telkom Integrated Data service.
- ii) RICA shall apply.
- iii) The first SIM will be supplied free of charge; however, a SIM and connection fee shall apply for any additional SIM's.
- iv) Existing Telkom Internet mobile data SIMs associated with the Telkom Internet SoftCap account will be upgraded to be used on the IDS service.
- v) The Telkom Internet mobile data allocations will no longer apply when the IDS add-on service is enabled.
- vi) A maximum of 5 SIMs will be allowed for a residential customer and 10 SIMs for a business customer.
- vii) If 5 or 10 SIMs are linked to the same Telkom Internet product with 100GB IDS data, they will all consume from the 100GB data allocation.
- viii) A compatible 3G and LTE device is required to use through the Telkom Mobile 3G and LTE network respectively. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device or supported by the network.

ix) An LTE modem/router that is compatible with the 1800MHz and/or 2300MHz band will be required for the subscriber that wishes to experience the LTE speeds on the Telkom Mobile network.

x) 3G and LTE Data modems and routers that support download speeds of up to 7.2Mbps and up to 21Mbps will be available in store. The device speed has an impact on the network speed experienced by the subscriber.

xi) The IDS service add-on data allocation is LTE enabled thus can also be used in LTE network coverage to access Internet subject to using an LTE enabled device.

xii) LTE access is limited to availability of LTE network coverage visit the following site to check if you are in an LTE coverage <https://secure.telkom.co.za/today/ucm/>

xiii) Subscription to the IDS add-on service is subject to Telkom 3G/LTE network coverage and network availability. The service is a best-effort service and no guarantees are provided on availability or throughput.

xiv) The Integrated Data is available only on the Telkom Mobile network, no roaming is allowed.

xv) Out of bundle data can be purchased on Top-up.

xvi) Telkom shall not be held responsible for failure to access Internet at locations where Telkom's mobile network does not have coverage and the service experience may change from time to time.

xvii) The use of data on IDS excludes the following data usage. Such usage will be accounted for as normal data usage that is deducted from the SoftCap data allocation when used from the IDS mobile SIM:

- Night Surfer data available on SoftCap
- TI Entertainment Bolt-on data
- Free data to selected social networking and educational websites

xviii. Data allocations on IDS does not roll over to the following month but will expire at the end of the month, e.g. if Customer subscribes to a 20GB IDS service and it is not depleted by end of July, it will expire and not carry over to August

xix. Telkom Internet IDS data Top-up is valid until the end of the following calendar month from date of activation.

xx. Out of bundle rates will apply for Telkom Internet IDS data when activated by the subscriber.

xxi. Telkom is not liable for any loss or damage to a customer's property or equipment arising out of the provision, installation or maintenance and use of Telkom's mobile's 3G/LTE service.

xxii. Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, and loss of information.

xxiii. Prices include VAT.

xxiv. SMS and voice capabilities are not available.

xxv. Integrated data can be purchased by accessing Self Service Portal at:  
<https://customerportal.telkomsa.net>

xxvi. The IDS is subject to the compulsory use of broadband access line using Telkom's Fibre/xDSL service or a third party fibre service bundled with Telkom Internet SoftCap packages.

xxvii. Telkom Internet customers using Uncapped internet bundles who wish to purchase IDS, may purchase IDS as an additional service.

xxviii. For every broadband service only 5 Telkom Internet accounts can be provisioned.

### **3.3 Domain Name Services**

A domain is a user-friendly means of replacing an IP address. Registering a domain name provides shorter, more user-friendly Web name for a company e.g. company.co.za and e-mail addresses e.g. [yourname@mycompany.co.za](mailto:yourname@mycompany.co.za). A domain name is an ideal way to market a business on-line. Once a domain name has been registered, no one else can use it, except the registered owner.

- Registration of a domain will only take place once a signed order form has been received from customer.
- Domains are billed on a twelve-month cycle

3.3.1 A domain name registered by a customer with Telkom is valid for a period of 12 (twelve) months from date of registration. During the 11<sup>th</sup> month of the term, the customer will be prompted by the Registrar for renewal. The customer will be expected to renew the domain name within 20 (twenty) Business Days upon receipt of the communication. On receipt of payment for renewal from the customer, Telkom shall renew the domain name for the next 12 months, unless the domain name is terminated by the customer upon written notice to Telkom one calendar month (Month 11) prior to renewal date.

3.3.2 If payment for a domain name(s) has not been made within 20 (twenty) Business Days of the registration or renewal contemplated in clause 3.3.1 above, Telkom reserves the right, in its sole discretion and without any notice to the Customer, to deregister the domain name(s) and make it available for re-registration.

3.3.3 Should domain name(s) be terminated by Telkom or the Customer for any reason whatsoever, Telkom shall, without incurring any liability of whatever nature, be entitled to notify the relevant domain name administrator of such termination and to instruct the afore-mentioned domain name administrator to remove Telkom as the host of such domain name, or the domain name(s) to terminate and not renew the afore-mentioned domain name(s).

3.3.4 Registration, maintenance and transfer of a domain name(s) are subject to the terms and conditions of the relevant domain name administrator who allocates and governs such domain name(s), and Telkom cannot guarantee the registration of domain name(s) selected by a customer.

3.3.5 All domain names such as ".co.za, .com, .net" and related subdomains are subject to the terms and conditions of the relevant domain name administrator, as amended from time to time.

3.3.6 The customer warrants that the use or registration of the domain name(s) does not interfere with, nor infringe, any trade mark, Patent laws, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right of any third party, and indemnifies Telkom against any and all claims that may arise out of such interference or infringement.

3.3.7 In the event that any of the domain name administrator suspends, amends, or terminates its provision of a domain name(s), or any other aspect of its services upon which Telkom depends for the provision of domain name(s) to the customer, Telkom will use reasonable endeavours to ensure the continuance of domain. In the event that Telkom is unable to ensure such continuance, Telkom shall be entitled to terminate domain name(s) with immediate effect in which event, customer agrees that Telkom will not be liable to customer or any other third party for any loss or damages as contemplated in clause 4.2 below.

3.3.8 Telkom reserves the right to change its domain name administrator from time to time.

3.3.9 If the domain is registered as part of a contract with Telkom, and if the customer terminates the contract before the end of the contract period, Telkom reserves the right to charge the customer a pro-rata determined penalty in order to recover the cost of the registration of the domain, based on the rate negotiated by Telkom with the respective domain registrar.

### **3.4 Web Hosting Services**

Telkom, in its sole discretion will make available an amount of space on its web server for use by the customer to host web-pages.

## **4. LIABILITY AND INDEMNITY**

4.1 Telkom assumes no responsibility for, and shall not attract any liability in respect of, the integrity, correctness, retention or content of information transported via its network.

4.2 The customer hereby indemnifies Telkom against:

4.2.1 any damage, loss or liability of whatsoever nature arising from a breach of Telkom or the customer's security measures, which may result in, inter alia, data theft, abuse of a customer's e-mail account or the defacing of websites hosted by Telkom, any misuse of Telkom facilities or services and/or any act or omission of any other customer of Telkom;

4.2.2 any claim by any third party arising directly or indirectly out of or related to the customer's access to or use of the Telkom Internet Service or any information or data obtained through such access or use.

5. Errors and omissions excepted (E&OE).