

## **APPLE CARRIER BILLING SERVICE TERMS AND CONDITIONS**

These standard terms and conditions, as amended by Telkom from time to time in accordance with the provisions of Telkom Mobile's Electronic Communications Service (ECS) license, the Electronic Communications Act 36 of 2005, the Consumer Protection Act, 68 of 2008 or any other applicable legislation, are applicable to the provision and use of all electronic communications services and products provided by Telkom Mobile to Subscribers.

The Customer accepts and agrees that these terms and conditions become binding once Telkom has processed the Customer's Application and agreed to provide the Customer with the Telkom Services.

1. As a Telkom customer with a mobile and/or a fixed line account, you can choose to pay for the Apple subscription using your Telkom account. By choosing to do so, you agree to these terms of use.
2. The Service can only be used to settle payment for Apple subscriptions, the amounts for which will be billed through your Telkom monthly bill or airtime.
3. Apple Purchases are made subject to the prevailing Apple media services Terms & Conditions which can be viewed at: <https://www.apple.com/za/legal/internet-services/itunes/za/terms.html>
4. This Service is provided by Apple Technology Company. Telkom does not exercise any editorial control over Apple content and disclaims all liability and warranties for Apple Media service and its content.
5. The content price is separate from and additional to the charge of data download which you will sustain when perusing or downloading Apps. Consequently, in addition to the price of the content, you will also be accountable for the data download charges. Charged at the rate and on the terms and conditions of your applicable product plan.
6. In order to be able to set up DCB, you must have an Apple ID. Click this link to learn how to create your Apple ID: <https://support.apple.com/en-za/HT204316>
7. You must register at: <https://support.apple.com/en-za/HT201266> for a new or existing Apple account in order to enjoy a single bill for Telkom and Apple subscription charges ("the Service").
8. The Service is subject to a monthly spend limit for Post-paid services and in the case of Pre-paid and Hybrid services, available airtime to cater for payment for Apple subscription in any calendar month.

The responsibility lies with the customer to ensure enough spending limit or adjust the spend limit accordingly to prevent interruption of the Apple service.

9. Apple subscription billing will appear on your Telkom account under "Content Services", alongside the cost of your subscription package.
10. Apple subscription can only be billed on one MSISDN/TIN/DN or B number and cannot be billed more than once on the same single MSISDN/TIN/DN or B number.

11. The following fixed line services will not be able to opt into this service:

11.1. PSTN

11.2. Wholesale DSL

11.3. Fixed Line Prepaid/Hybrid

12. You can log into your Apple account to manage your Apple subscription.

13. If you do not wish to continue your Apple subscription, you may terminate your subscription via the Apple website at any point in time.

To view or change your Apple Payment details follow the below url: <https://support.apple.com/en-za/HT201266>

14. Apple may change the Service plans and the price of the Service from time to time. Changes will be communicated in advance to Apple customers via the email address used when registering the Apple account.

15. Telkom reserves the right to change, suspend and/or discontinue the add to bill Service, and/or amend these Direct Carrier Billing Service Terms and Conditions at any time. Once such amendments are published on Telkom's website, they are considered as accepted by the subscriber of the applicable Service.

16. Telkom is not liable to customers for the Apple subscription refund, any request must follow Apple's refund policy. Please contact Apple support : <https://support.apple.com/en-za/HT204084>

17. These terms and conditions are ruled by and interpreted in accordance with the laws of South Africa, and customer shall defer to the jurisdiction of the South African Courts.

18. Apple makes no other warranty to the customer either express or implied, with respect to itunes content and ancillary services, devices, store, or carrier billing. Apple specifically disclaims all other warranties, conditions, terms, undertakings, obligations and representations, whether express or implied, to the fullest extent permitted by law.