## Terms and Conditions: November 2024 Big Deal

# Get 45GB LTE Data Plan on a 24-month Post-paid or TopUp contract.

# 45GB LTE Data Plan: Includes 22.5GB Anytime data + 22.5GB Night Surfer

### **General Terms and Conditions:**

- 1. Telkom Standard terms and conditions apply (full details on <a href="https://group.telkom.co.za/regulatory/terms-and-conditions.html">https://group.telkom.co.za/regulatory/terms-and-conditions.html</a>).
- Telkom reserves the right to amend these offerings and terms and conditions from time to time. Telkom will place the amended terms and conditions on Telkom's website at the following link: <u>https://group.telkom.co.za/regulatory/terms-andconditions.html</u>; which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
- 3. Telkom shall be entitled to adjust the charges levied to a Customer from time-totime as determined by Telkom, including but not limited to charges reflected under the Contract Tariff Plan(s) within a contract period i.e., fixed term agreement. Changes will be published on the <u>www.telkom.co.za</u> website. Changes will only apply to the tariff plan.
- 4. The big deal starts from 01<sup>st</sup> November 2024 and end 30<sup>th</sup> November 2024.
- 5. The big deal is a Post-paid or TopUp contract on 22.5GB LTE data plan, which includes 22.5GB anytime data per month, 45GB night surfer data per month.
- 6. All the allocated Inclusive data are available on Telkom LTE network coverage which is non-roaming on Vodacom/MTN network. In total, the subscriber who sign up will receive 45GB of data per month for the duration of the 24-month contract (22.5GB Anytime data and 22.5GB Night Surfer data).
- 7. Subscribers who sign up for the 45GB LTE Data Plan contract each month shall receive data allocation for the duration of the 24-month contract.
- 8. Telkom reserve the right to throttle and/or shape the traffic of the 45GB LTE data plan in the network peak times.
- 9. The Inclusive Night Surfer Data shall be valid to be used between Midnight 7am.
- 10. RICA shall apply.
- 11. A Once-off SIM and Connection fee of R99 shall apply.
- 12. The 45GB LTE Data offers shall be available as a Sim-Only on a 24-month contract.
- 13. The 45GB LTE Data offers shall be available on a 24-month contract, where a subscriber can add R20 to get Huawei E5576-321 MiFi router.
- 14. The subscriber who depletes their Inclusive allocated data bundle can buy/top-up with the LTE Once-off data bundles which expire within 61 days for Anytime data and within 31 days for Night Surfer data from the date of activation. For the LTE

Once-Off data bundle on 3GB + 3GB\* shall expire in 14 days for both Anytime and Night Surfer bundles from the date of activation.

- 15. The 45GB LTE Data customer who purchases/top-up with the Once-Off LTE bundles (which expires within 61 days for Anytime data and within 31 days for Night Surfer data from date of activation) in the middle of the month, if not completely utilized will be permitted to carry over into the next month, the remainder of the data bundle will expire on the set expiry date.
- 16. The 45GB LTE Data customer who purchases/top-up with LTE Once Off data bundle (which expire after 14days for the Anytime data and Night Surfer data from date of activation) towards month end, if not completely utilized will be permitted to carry over into the next month, the remainder of the data bundle will expire on the set expiry date.
- 17. At the beginning of the new month, 45GB LTE Data customers, shall be allocated the 45GB Anytime data and 45GB Night surfer data.
- 18. The allocated Inclusive Anytime data will always be the primary bundle that will be consumed first, then there-after the remainder of the anytime data bundle carried over of the LTE Once-Off bundle if applicable.
- 19. Subscription to 45GB LTE Data service is subject to the availability of its LTE network coverage within the specified location and the subscriber will not be able to roam on Telkom Roaming Partner (Vodacom/MTN) network.
- 20. A Sales agent will be able to assist you with checking if your address is in coverage or alternatively you can do it online at <a href="http://www.telkom.co.za/coverage/">http://www.telkom.co.za/coverage/</a>.
- 21. The 45GB LTE Data Plan service is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate, Telkom cannot guarantee and be held liable for lack of network coverage, reliability, and throughput outside its specified LTE coverage areas.
- 22. Should a subscriber use 45GB LTE Data service for mobility purposes Telkom shall not be liable for lack of LTE coverage or throughput outside of its LTE coverage areas.
- 23. 3G failover to Telkom Mobile's 3G network will be supported on the 45GB LTE Data service.
- 24. Telkom shall endeavour to ensure that LTE coverage is available where Telkom stipulates it has LTE coverage. Telkom shall not, however, be held responsible for customers' failure to access the Internet in areas that are not eligible for LTE network.
- 25. A compatible device is required to use Telkom's LTE services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
- 26. Telkom's LTE network currently supports voice calls; however, a subscriber will be required to contact Support on 081180 through any means of communication available to them to request that the voice capability be enabled on their service.
- 27. A flat rate of R 0.89c on per second billing basis will apply for any voice call on 45GB LTE Data service, with exception of emergency services (10111, 10177 and 112) and Telkom helpdesk 081 180 which are free from a Telkom Mobile SIM card.
- 28. SMS is enabled for normal usage, notification, and balance enquiry.

- 29. SMS charge is set at 50c/SMS and MMS charge is set at 50c/MMS.
- 30. The out of bundle rate of R 0.39c per MB applies.
- 31. Data carry over shall apply to the Inclusive and Recurring Anytime data bundle.
- 32. Night Surfer Data shall not carry over.
- 33. Porting in or out shall be allowed.
- 34. Telkom's LTE network is supported on Telkom Mobile's LTE network only with failover support to Telkom Mobile's 3G network, and the experience may vary depending on the wall thickness at your premises.
- 35. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of the service.
- 36. 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, or loss of information.
- 37. Telkom 45GB LTE Data is a wireless service and as such is a best effort service with no guarantees on throughput. There are many factors that can affect the speed of the LTE service such as, but not restricted to, signal strength/distance to tower, number of users on the tower, type of service being accessed on the internet and local PC environment.

### Data Validity Rules: 45GB LTE Data Plan

- The monthly Inclusive anytime data validity period shall expire within two calendar months from the month of allocation. i.e., the Inclusive anytime data allocated to your plans on 01<sup>st</sup> November will expire on 30<sup>th</sup> November.
- The monthly Inclusive night surfer data validity period shall expire in one calendar month from the month of allocation. i.e., the night surfer data allocated to your plans on 01<sup>st</sup> November will expire on 30<sup>th</sup> November.
- 3. The unused Inclusive anytime data on 45GB LTE Data plans shall roll over to the end of the next calendar month. Rolled over Inclusive data will be depleted first before the newly allocated inclusive data is used.
- 4. The summary of order of consumption with rolled over data will be as follows: The unused Inclusive night surfer data on LTE Data plans shall not be carried over to the next calendar month.
- 5. Night Surfer data shall not roll over and shall not be transferable.

### Data Transfer Rules: 45GB LTE Data Plan

- 1. The Data Transfer service shall be available to 45GB LTE Data customers. Data Bundles Transfer shall not be allowed to or from other Mobile Operators.
- 2. 45GB LTE Data Post-paid/Top-Up customers shall only be able to transfer data to another SmartBroadband Wireless Post-paid, SmartBroadband Wireless Top-Up and/or SmartBroadband Wireless Prepaid Telkom customers only.
- 3. The Data Transfer service shall support Inclusive Anytime data and Once-off Anytime data bundles, excluding night surfer data bundles and promotional data bundles.

- 4. The Data transfers shall be in the following denominations: 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
- 5. Donated Data bundles validity period shall be as per the donor data bundle validity period, e.g., if a customer transfer 1GB from 45GB anytime data that was allocated on 01<sup>st</sup> November and expires within two-month calendar, the 1GB donated anytime data bundles shall expire within two-month calendar.
- 6. The Data Transfer service shall be available through the following channels: USSD, Telkom Self Service Portal and Telkom App and there is no activation or subscription fee for the service.
- 7. Customers shall be allowed to transfer up to 1GB a day and 10GB a month per MSISDN within the LTE Data/SmartBroadband Wireless Post-paid, Top-Up and Prepaid products.
- 8. Customers shall not be allowed to transfer the full amount of the available Once-off Anytime data bundles, e.g., if a customer purchases 10GB once-off LTE data bundles she/he cannot transfer all 10GB at once.
- 9. Customers receiving the donated data bundle shall not be allowed to transfer that data bundles to others.
- 10. The donated data bundles shall not be pro-rated, and the customer shall be able to utilize it until it is fully consumed or has expired. Unused donated data bundle shall not carry over; when the bundles expire customer will forfeit all unused data.
- 11. In case where a customer has two or more once-off LTE data bundles available, the customers shall be allowed to transfer data from the first LTE once-off data bundle.
- 12. Once the data bundle has been transferred, the transfer cannot be reversed.
- 13. Prices are valid at date of print. E&OE.