

Telkom Product Specific Terms and Conditions: FlexOn & *Infinite Mobile Post-paid and TopUp plans

1. Telkom Mobile Standard Terms and Conditions apply (full details can be found on <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>). These new Post-paid and TopUp mobile plans subscribed to under a company or business name from Telkom Mobile will also be subject to these business product-specific terms and conditions. These Mobile Post-paid and TopUp plans can only be accessed by Individual natural persons, for Personal use in a Smartphone (mobile phone). Any other use in a data device or data hotspot device (including but not limited to usage in MiFi's, routers, modems, dongles, LAN connected routers to PC's, tablets, PBX connections or machine-to-machine applications are prohibited, and unlimited data access will be restricted.
2. Smartphone means a mobile phone that is a handheld device and includes advanced functionality beyond making phone calls to also send e-mails, open a web-browser, different applications, connect to the web, stream video's etc.
3. RICA shall apply when ordering mobile services.
4. Mobile Post-paid and TopUp product offering will be available as a new contract with a device or on a SIM-only plan (no device included) on a month-to-month plan.
5. Once the mobile contract period has matured (E.g., 24-months or 36 months), the service shall continue to run month-to-month until such time the customer decides to renew, migrate, convert, or terminate the service.
6. 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 rates on a month-to-month tariff.
7. The existing Telkom Mobile conversion, migration and termination business rules apply full details can be found at: <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>
8. The Mobile Post-paid and TopUp plans offer can be used for personal or business or both and supports mobile number port-in.
9. Functionality such as Port-In shall be available to customer taking up either of the Post-paid or TopUp plans.
10. All International Roaming and International calling rates, as currently in use, shall remain in place for the Post-paid and TopUp plans.
11. All available Value-Added Services such as (FreeMe Bundle, FreeMe Promo Voice Bundle, Social Bundle, Data Bundle, Voice Bundle, SMS Bundle, etc.) shall remain in place for customers to purchase using Telkom self-service channels.
12. Functionalities such as Call Forward, Call Waiting, Call Barring, Airtime Transfer, etc remains in place for the Mobile Post-paid and TopUp plans.
13. After expiry of the contract, a 30-day notice period for termination will apply for both parties, i.e., customer and Telkom.

Internal Use

14. International calls are excluded from the inclusive bundled minutes and shall be charged at applicable international call rates.
15. International SMS is excluded and shall be charged at applicable rates.
16. A Once-off SIM and connection fee will apply for all month-to-month contracts as well as a mobile deal taken over a contract period (E.g., 24-months or 36 months).
17. Inclusive resources are not pro-rated, full allocation even if activated during the month.

Telkom Infinite Unlimited Data allocation

18. Data allocated in Telkom Infinite plans is Unlimited and is governed by a set fixed allocation of All-network Anytime data (Premium data) at best network speed possible. The current set allocation is either 15GB or 30 GB – Infinite plan specific dependant.
19. The network speed shall be reduced up to 1,5Mbps if a subscriber depletes the set fixed allocation of All-network Anytime data (Premium data) and reaches this premium data usage soft cap before the end of the month, data access will however not be blocked but will continue at the reduced speed. The data speed shall be reset to normal speed at the beginning of each calendar month.
20. Customer can purchase a data bundle to reset the speed for the duration of the purchased data bundle.
21. These Mobile Post-paid and TopUp plans shall only be accessed by Individual natural persons for Personal use in a Smartphone (mobile phone).
22. Any other use in a data device is prohibited, including but not limited to usage in MiFi's, routers, modems, dongles, LAN connected routers to PC's, tablets, PBX connections or machine-to-machine applications.
23. Telkom reserves the right to further reduce the unlimited data speed should data usage exceeds average individual smartphone usage.
24. Telkom reserves the right, in terms of the Fair Usage Policy, to take the necessary action to prevent improper, excessive, or abusive use of these Unlimited packages. Such action includes but is not limited to limiting the usage rate on excessive data usage and certain data events; precluding certain data protocols; and suspension of a customer's package, where usage is deemed to be contravening the product T&C's.
25. Telkom reserves the right to restrict the usage of unlimited data if the unlimited Sim is not being used in a Smartphone, but the customer is using in a data device as per clause 20.
26. Telkom reserves the right to apply further speed restrictions on the Unlimited data allocation if a customer's behaviour which includes but not limited to, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer, Application to Application, Application to Server, news servers' protocols (NNTP) and is determined to be affecting the user experience of other customers on Telkom's mobile network.
27. Such restrictions include but are not limited to reducing a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
28. Once usage is indicated as being unacceptably high, Telkom reserves the right to restrict the unlimited data usage or suspend the relevant customer's unlimited usage within 24 (twenty-four) hours of usage having reached such levels.

Internal Use

29. In the event of such behaviours being detected by Telkom, Telkom reserves the right to terminate the account of an Infinite customer whose usage is continuously affecting Telkom's network performance, following written notice of its intention to do so.
30. Carry over of the Unlimited All-Network Data shall not be permitted on Infinite Post-paid and TopUp plans.
31. Data Transfer of Unlimited All-network Data shall not be allowed on Infinite Post-paid and TopUp plans.
32. Multi-SIM functionality will not be available on FlexOn and Infinite Mobile Post-paid and TopUp plans.
33. Tethering or Hotspot usage will be managed to allow only a maximum capped amount of data sharing. Hotspot usage will only be allowed on the allocated All-network Anytime data (Premium data).
34. Unlimited Data speeds will be rate limited by the network up to 1.5 Mbps once the Premium data has been depleted. Tethering or Hotspot usage on the Unlimited data portion once the speed has been reduced will not be allowed.
35. All data traffic on Unlimited plans that directs toward Peer-to-Peer sites or uses torrent applications will automatically be throttled to 128kbps upload and 128kbps download.
36. The daily Balance Enquiry requests via *188# on the Mobile Post-paid and TopUp plans shall be limited to five (5) requests per day.
37. Usage notifications on mobile plans shall be sent to customers via SMS at 50%, 80% and 100% thresholds for all different Voice, SMS, and Data allocations.
38. Once the set allocation of All-network Anytime data (Premium data) at best network speed are fully depleted, the speed will be reduced up to 1,5Mbps and the customer will be informed via SMS. The Unlimited data and data session will not be terminated but continue after reaching the soft cap.

Data validity

39. The validity period of All-network Anytime data (Premium data) allocations will expire at the end of two consecutive calendar months. i.e., 15GB All-network Anytime data (Premium data) at full network speed allocated on 1 April will expire on 31 May. If allocated during the month, the validity will be current month plus 1 month.
40. The validity period of reduced speed Unlimited data will expire at the end of the current month of allocation.

Data Transfer

41. Subscribers on the Mobile Post-paid and TopUp plans shall be eligible to transfer the Inclusive All-network data to other subscribers on the Telkom Mobile network.
42. Subscribers on the Infinite plans shall not be eligible to transfer from the Unlimited data to other subscribers on the Telkom Mobile network.
43. Subscribers on the Mobile Post-paid and TopUp plans shall be able to transfer data in the following denominations 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.

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44. Data transfer shall be limited up to a maximum of 1GB daily transfer allowance and up to a maximum of 10GB monthly transfer allowance.
45. The recipient or subscriber who receives Data transfer cannot transfer Data to another subscriber on the Telkom Mobile networks.
46. 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.
47. The Data transfer option shall not be permitted on promotional or campaign data such as free Telkom Mobile Data in a specific mobile deal, i.e., 20GB Free Telkom Mobile Data bundled in a mobile deal.
48. The subscriber shall be able to transfer Data via the following channels USSD, Telkom Portal and Telkom App.

Refer to the Data Classification table below for additional information on the data type, validity period and allowed functionality:

Data Type	Mobile Packages – Designed exclusively for use in SmartPhones	Data Validity	Data Transfer	Multi-SIM (Data Sharing)	Tethering / Hotspot sharing of data
Inclusive All-Network Anytime Data	FlexOn plans	2 calendar months (Current month + 1 month)	Yes, Allowed	No	Yes
Inclusive All-Network Anytime Data (Premium data)	Infinite plans Full speed All-Network Anytime data included in package allowance: 15 GB or 30 GB Plan dependant	2 calendar months (Current month + 1 month)	Yes, Allowed	No	Yes
Unlimited All-Network Anytime Data at a reduced speed	Infinite plans Unlimited data at a network reduced speed	Current month	No, not Allowed	No	No
Promotional Data or Campaign Data	Any additional data normally included with mobile deals i.e. Once off 20GB Telkom Mobile Bonus Data	Current month	No, not Allowed	No	Yes

Voice Minutes

49. Telkom Mobile and Telkom Fixed Voice calls (On-network) numbers exclude calls to Telkom non-geographic premium numbers, like Sharecall and Smartaccess numbers (e.g., 0862, 0861, 0860).
50. All non-geographic numbers to other operators shall further be excluded from the Telkom Mobile and Fixed Voice call benefit.
51. On-network calling (calls made to Telkom Fixed and Telkom Mobile numbers) will consume from On-network minutes first, once depleted On-network calls will consume from All-network minutes.

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52. Once All-network minutes are depleted, On-network calling will be charged at the applicable out-of-bundle voice rate.
53. All-Network calling will include numbers that are serviced by National Mobile Operators and Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g., 0862, 0861, 0860) will consume from All-Network minutes.
54. Telkom shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Any other number, be it a premium rated, international, and unknown number is excluded from the product minute allowances and will be charged at the applicable rate.
55. 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 at applicable out-of-bundle rates if abuse and/ or international bypass is detected.
56. All-network calling will only consume from the All-network minutes allocation, once depleted All-network calling will be charged at the applicable voice rate, it will not consume from the Telkom On-network minute allocation.
57. International calling is excluded from the On-network and All-network calling and shall be charged at applicable rates.
58. The plan benefits may only be used for personal (individual) business and personal use and cannot be used for commercial purposes as highlighted in clause 58.
59. These mobile plans are only applicable for person-to-person usage in a SmartPhone and the SIM associated with the products shall not be used for purposes of least cost routing, PBX connections, server hosting, Internet cafés, Wi-Fi hotspots, international bypasses, bulk SMS, A2P (Application-to-Person), 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.
60. Telkom shall not be held responsible for failure to access internet at locations where Telkom or its local roaming partner does not have coverage and the service experience may change from time to time.
61. Telkom reserves the right to suspend the service to customers who misuse or abuse the service. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom shall have the right to immediately suspend the service.
62. Should the customer's usage behaviour with regards to data, on-net calling and/or SMS patterns be unusual or inconsistent with normal individual use, Telkom shall notify the Customer that such use is deemed abusive or contravenes the Fair Use Policy, appropriate action will be taken, or additional limits will be imposed.

Voice Minute validity

63. The Telkom Mobile and Telkom Fixed Voice minutes (On-net calls) will expire at the end of the current month, i.e., 6000 Telkom Mobile and Telkom Fixed Voice minutes allocated on 1 April will expire on 30 April
64. The All-Network minutes (calls to other networks) will expire at the end of two consecutive calendar months, i.e., 300 or 500 All-Network Voice minutes allocated on 1 April will expire on 31 May.
65. The Voice usage notifications for shall be sent at 50%, 80% and 100% threshold depletion. Applies to both Telkom Mobile and Telkom Fixed as well as All-network minutes.

Out of Bundle Redirect options

66. The mobile Post-paid customers 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.
67. 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
68. Customers on Unlimited data plans will not get the out of bundle re-redirect options The Out of bundle Data page shall not be applicable to Unlimited Post-paid and TopUp plans since the data allocated is unlimited.
69. The customer can change the selected option anytime during the month via the following channels USSD, Telkom Portal and Telkom App.

General

70. Telkom shall be entitled to adjust the charges levied to a Customer from time-to-time 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 Telkom.co.za website. Changes will only apply to the tariff plan.
71. Telkom reserves the right to amend these offerings terms and conditions, from time to time. Such amendments will be placed on Telkom's website at the following link: <http://www.telkom.co.za>; which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
72. Telkom reserves the right at any time to terminate this offer without prior notification.
E&OE.