

Rich Communications Service (RCS) Messaging P2P 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 to Users .

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

1. These terms are the terms and conditions of use for the Chat Messaging on RCS messaging service (the "Service") and by using the Service and/or continuing to use the Service, You confirm that you accept and will abide by these terms and any changes to these terms.

RCS P2P messaging service:

2. Rich Communications Service (RCS): A GSMA industry standard messaging protocol, adopted by Mobile Network Operators (MNOs) globally that is set to replace traditional SMS and provides chat-like features across MNOs and devices. RCS is the evolution of SMS technology which allows Users to do everything they already do on SMS and MMS but also enables them to send files, receive delivery and read receipts, create groups, and more. RCS platform enables the delivery of communication experiences beyond SMS and voice, providing users with instant messaging or chat, and file sharing.
3. The Service is a chat /IM messaging service for all Android 5.0 or later versions.
4. The Service that allows User to:
 - a. send and receive text messages, pictures, videos, locations, contacts and files;
 - b. have group conversations;
 - c. see who is currently typing and when a message has been sent, delivered and read;
 - d. send and receive rich communication with businesses without the need for another app over our mobile network or compatible Wifi connections
5. The Service is only available over the internet (through Telkom mobile network or other internet connection), therefore, if User is not connected to the internet or if any communication cannot be sent using the Service, the phone will revert to SMS or MMS and the user will be charged applicable rates.

6. User will be responsible for updating RCS compatible application from time to time.
7. Telkom is making RCS messaging P2P chat services available in partnership with Google

Terms of use:

8. Users must not utilize the Service:
 - a. for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
 - b. for unlawful or fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
 - c. to send, receive, upload, download, use or reuse any material that is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable;
 - d. to harass, stalk, inconvenience, cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may reasonably be objectionable or is otherwise injurious to third parties;
 - e. for business, commercial or unreasonable use;
 - f. in any way that breaches copyright, trademark, confidence, privacy or infringes the intellectual property rights of others;
 - g. in any way that causes, or is likely to cause, the Service or access to the Service to be interrupted, damaged or impaired in any way;
 - h. to initiate the sending of unsolicited advertising or promotional material including without limitation junk-mail for commercial or non-commercial reasons; or
 - i. via a Gateway so that the Service is provided via the Gateway to third parties.
9. Should User ignore rules stated on the above (rule number 6), Telkom reserves the right to block the use of the service.
10. RCS messages is made available subject to the prevailing Google Terms & Conditions which can be viewed at: <https://jibe.google.com/policies/terms/>

Liabilities:

11. Telkom is not responsible for monitoring the content transmitted or shared through the RCS platform. The User is accountable for the usage.
12. User decide on what service is used for and should make sure that such use does not infringe the rights of third parties.
13. Telkom shall have no liability for any decrease in phone functionality or performance as a result of your use of RCS.

14. The User can deactivate Chat Messaging via RCS compatible app at any time, If you disable Chat Messaging you will lose access to any groups you are in and your contacts will no longer be able to send you RCS chat messages.
15. There is no monthly or other subscription charge associated with the Service.
16. RCS Messaging works when roaming, standard roaming data rates will apply.
17. You agree we have no responsibility for the deletion, loss or corruption of any content transmitted through the Service, unless Telkom can be found to have been negligent.
18. Telkom will not be liable for any damages and losses, lost profit or any other damage arising from use of the Service. While you can disable the Service from any phone, Telkom is not accountable for charges incurred due to using lost or stolen phones.
19. Telkom is not responsible for any loss or damage to User's messages, contacts and call history which arises as a result of use of the Service.
20. Nothing in these terms will exclude or restrict the liability of either the user or Telkom for any liability that can't be excluded or restricted by law.

Privacy Policy:

21. To allow RCS chat Messaging to work, Telkom requires the use of information related to the User's mobile phone service such as mobile phone number to be shared with our supplier/s in order to provide you with the Service.
22. Telkom collects and uses certain data in accordance with our Privacy Policy as guided by the POPI Act:
https://www.telkom.co.za/about_us/download/POPI_Privacy_Statement_6_June_2018.pdf.
23. If you do not agree with the way we collect and use your data, please do not use the RCS P2P service.
24. Telkom reserves the right to change, suspend and/or discontinue RCS messages Service, and/or amend these RCS P2P Service Terms and Conditions at any time. Once such amendments are published on Telkom's website, they are considered as accepted by the User of the applicable Service.
25. These terms and conditions are ruled by and interpreted in accordance with the laws of South Africa, and User shall defer to the jurisdiction of the South African Courts.