

## **Terms and Conditions for Telkom Broadband Service**

The provision of Telkom's broadband service (whether over ADSL of Optical Fibre) is subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as well as the product specific terms and conditions listed below. Where there is any conflict between the Standard Terms and Conditions and the broadband-specific terms and conditions, the last mentioned shall prevail.

View Telkom's Standard Terms and Conditions.

- 1. Broadband services provided over xDSL or Fibre is a shared ("best effort") service of up to the specified speed. This means that the potential speed that can be obtained will depend on the load on the line at the time of surfing the net.
- 2. The provision of Telkom's ADSL is subject to network availability, distance between closest exchange and installation address, copper line quality and line sync speed limitations.
- 3. The provision of Telkom's Fibre broadband service is subject to network availability, but service quality is not impacted by distance from exchange.
- 4. Fibre services are provided on a month to month basis.
- 5. In cases where the router and installation are included, this is subject to the fibre service being active for 24 months. Customers can cancel this service at any time, however the pro-rated remaining cost of the installation and router will be charged at the time of cancellation, if cancelled prior to the 24 months term.
- 6. Telkom reserves the right to revise tariffs and to vary these terms and conditions at any time. Such changes will be posted on the Telkom website and will be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you, the customer, to review these terms and conditions at regular intervals.
- 7. The trenching of the first 8 meters is included in the installation, beyond 8 meters Openserve charges R 182.40 per meter of trenching.
- 8. Telkom accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation or maintenance of Telkom's broadband access service.
- 9. Broadband (ADSL & Fibre) is an access medium to the Internet or your preferred ISP and will not overcome any bandwidth related constraints within the World Wide Web itself.
- 10. Telkom routers are covered by a 12-month carry-in warranty. The warranty does not include surge or lightning damage. If within 12-month the faulty router can be taken to the nearest Telkom store.

- 11. The above guarantee will only be honored by Telkom provided that the router and all its components as originally supplied are returned.
- 12. Where a customer requests a transfer of his service to another building/premise and retain the broadband bundle, the customer's contract will not be affected and no penalty/early termination charge will apply- however, installation charges will apply at the new building/premises, and provisioning of the service will be subject to a successful feasibility study pertaining to that specific new premises.
- 13. In the case of services rented in terms of a long-term agreement, the rental obligations are governed by the conditions of the relevant agreement and early termination charges shall become payable in the case of termination before contract term expiration
- 14. Customers are responsible to provide network access to their premises via Point of Entry sleeves/ducts, at their own costs.