



## Telkom Core Fibre and Telkom Endless Fibre Product Specific Terms and Conditions

Telkom Core Fibre and/or Telkom Endless Fibre are offered by Telkom SA SOC Ltd with Business Registration Number 1991/005476/30, a listed company duly registered in accordance with the laws of the Republic of South Africa, with its registered address at Telkom Park, 61 Oak Ave, Highveld.

### 1. DEFINITIONS:

1.1 Unless the context clearly indicates the contrary, any term used herein shall bear the same meaning as defined in the Telkom's Standard Terms and Conditions.

1.2 In this document the following words will have the meaning as defined below:

1.2.1 **"Agreement"** means the Customer's application for Service(s) together with these Product Specific Terms and Conditions.

1.2.2 **"Asymmetrical speed"** is when the upload and download speed is not the same e.g., 50/25 Mbps (Download speed 50Mbps, Upload speed 25Mbps).

1.2.3 **"Broadband Speed"** is the rate that information is sent (upload or upstream speed) or received (download or downstream speed) on the line and is measured in Mbps ('megabits per second').

1.2.4 **"Download Speed"** is the speed at which your computer or smart device 'gets' information from the Internet. In other words, when you try and open your email, your download speed would determine how long it takes to load your emails and applications.

1.2.5 **"DSL"** Digital Subscriber Line.

1.2.6 **"Internet bandwidth usage"** refers to the volume of information you use over your broadband connection, each month. Usage is measured in 'MB'(megabytes); 'GB'(gigabytes) or 'TB'(Terabytes)

1.2.7 **"Retail Fibre Voice"** refers to a voice service available on Fibre Infrastructure.

1.2.8 **"Symmetrical speed"** is when the upload and download speed is the same e.g., 50/50Mbps.

1.2.9 **"Telkom Internet Mobile Failover"** refers to a value-added service provisioned by Telkom on certain Broadband services.

1.2.10 **"Throttling"** is when your Internet service provider limits the speed to the network traffic.

1.2.11 **"Upload speed"** is the speed at which information travels from your internet connected device to the Internet. If you send an email, your upload speed would determine how long it takes for your email to arrive in the mailbox of the intended recipient.

## **2. WHO IS ELIGIBLE TO APPLY FOR A SERVICE:**

Persons (“Applicants”) interested in applying for the Products must be:

- 2.1 A natural person who resides in South Africa with a valid Identity document or passport.
- 2.2 and or a juristic person that operates with valid business registration documents.
- 2.3 be eligible for Telkom Business and/ or Consumer Products.

## **3. TERMS AND CONDITIONS**

3.1 The provision of Telkom's products and/or services are subject to Telkom’s Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as well as the terms and conditions contained in this document (“Product Specific Terms and Conditions”). Where there is any conflict between the Standard Terms and Conditions and the Products Specific Terms and Conditions, the last mentioned shall prevail. Full details on:

[https://www.telkom.co.za/about\\_us/regulatory/terms-and-conditions.shtml](https://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml)

3.2 By applying for any of the products, all Applicants agree to be bound by the above-mentioned terms and conditions, which will be interpreted by Telkom.

3.3 Telkom’s decision regarding any issue relating to the terms and conditions will be final and binding.

3.4 The Products shall be available to Consumer customers.

3.5 The Products are available on a month-to-month (router and installation excluded) or on a 12 (twelve) month contract (Includes router and installation cost)

3.6 In the event of cancellation by the Customer prior to the expiry of the 12 (twelve) month contracts, the Customer will be liable for an early termination fee calculated as follows:

Router and installation: a pro-rata amount calculated for the remainder of the contract period.

3.7 The provisioning of Telkom’s Core and Endless Fibre products are subject to infrastructure and Network coverage availability, which can be checked at <https://www.telkom.co.za/check-coverage>

3.8 Customers shall be able to subscribe to optional Retail Fibre Voice on their bundled package and add an applicable calling plan at the relevant charge.

3.9 The Telkom Core bundle speeds are asymmetrical 50/25Mbps and 100/50Mbps of which the download speeds are the highest.

3.10 The Telkom Endless Fibre speeds range from 50Mbps to 500Mbps. 50/50Mbps, 100/100Mbps and 200/200Mbps are symmetrical with download and upload speeds the same. 200/100Mbps; 300/150Mbps and 500/250Mbps are asymmetrical speeds with higher download speeds and lower upload speeds.

3.11 The Telkom Core and Telkom Endless Fibre products are bundled with Uncapped internet with no FUP (Fair usage Policy) or throttling.

3.12 Telkom Core Fibre and Telkom Endless Fibre are the names of the products and has no reference to the product specifications.

3.13 Telkom internet mailbox is not included as part of the Telkom Core and/or Endless Fibre products but can be purchased at the standard rate as a Value-added service.

3.14 An existing customer with an inclusive mailbox will have to migrate their mailbox to a standalone mailbox as a value-added service and will be charged for the mailbox at the standard rate. The responsibility to back up emails remains with the customer.

3.15 Telkom Core and Telkom Endless Fibre products will not support Telkom Internet Mobile Failover when migrating from any other service.

3.16 Fibre broadband is a “best effort” service, and the speeds are not guaranteed. This means that the potential speed that can be obtained will depend on the congestion of the network.

3.17 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.

3.18 Telkom internet Uncapped products are subject to Telkom internet Acceptable Use Policy (AUP) available at [https://www.telkom.co.za/about\\_us/download/TelkomInternetAUP.pdf](https://www.telkom.co.za/about_us/download/TelkomInternetAUP.pdf).

3.19 Telkom reserves the right to amend, modify, change, postpone, suspend, or cancel the provision of this product, or any aspect thereof, at any time, for any reason which Telkom reasonably deems necessary. Such changes will be posted on the Telkom website and will be deemed to have been accepted by the customer, Should the customer continue using the services. The obligation therefore is on the customer to review these terms and conditions at regular intervals.

3.20 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.

3.21 Errors and Omissions excluded (E&OE).