

# TelkomONE Service Terms and Conditions

## 1. Introduction

1.1 TelkomONE introduces the video & audio streaming service offering on-the-house (Free) tv and audio channels and four subscription options (AMP daily, AMP weekend, AMP weekly and AMP monthly). These are over the top audio-visual and audio content services for computer, mobile smartphone, tablet and other similar devices including smart-TVs (Devices) as detailed in these Terms and Conditions and which are accessed through the TelkomONE website and TelkomONE application (App).(The TelkomONE Service).

1.2 The TelkomONE Service is managed and operated by Discover Digital Proprietary Limited (Discover Digital) on behalf of Telkom SA SOC Limited (TelkomONE).

1.3 These Terms and Conditions govern the sale and/or use of TelkomONE Services, and use of the Website and App.

1.4 Please read these Terms and Conditions carefully. Your use of the TelkomONE Services and/or the Website and App will constitute your acceptance, as the user, of these Terms and Conditions. It is your obligation to review and check these Terms and Conditions and any updates hereto regularly.

1.5 The provision of TelkomONE Service is subject to Telkom's Privacy Policy which you can access here: [https://group.telkom.co.za/about\\_us/regulatory/popia.shtml](https://group.telkom.co.za/about_us/regulatory/popia.shtml)

## 2. Acceptance of These Terms and Conditions

These Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act, 2008 ("CPA") are complied with to the extent that they may be applicable to these Terms and Conditions. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or us in terms of the CPA or any other applicable law.

## 3. Changes to the TelkomONE Services

3.1 The TelkomONE Service is available from 5 November 2020 until such date as advised by TelkomONE (Offer Period).

3.2 Notwithstanding the Offer Period, Telkom may, in its sole and absolute discretion, amend the duration of the Offer Period to a shorter or longer period, or withdraw the TelkomONE Service or any content in its entirety, or parts thereof, upon notice posted on the Website. Telkom also reserves the right from time to time to vary the charges of the offerings on the TelkomONE Service as it may decide in its sole discretion.

3.3 It is your responsibility to visit the Website regularly for notices, updates and/or changes to the TelkomONE Service.

3.4 Changes will apply to your use of the TelkomONE Service, Website and/or App after the change is displayed on the Website. If you use the TelkomONE Service, Website and/or App after the updated or amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted the updates or amendments.

#### **4. Who Is Eligible**

4.1 The TelkomONE Service is available to all eligible Telkom customers who wish to sign up and make use of the service. The TelkomONE Service is also open to off-net customers who are not Telkom customers (Off-Net Customers).

4.1.1 The TelkomONE Service is only available to persons who are 18 years of age or older and who have the capacity to enter into legally binding agreements. For any user of the TelkomONE services who is under the age of 18, or not legally permitted to enter into a binding agreement, your parent or legal guardian must supervise you and give their permission to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions and such permission shall be deemed to have been given by your parent or legal guardian upon your use of the Website, App and/or subscription to the TelkomONE Service and such subscription may not be cancelled or refunded, except as specifically provided for in these Terms and Conditions.

#### **5. Registration**

5.1 You are able to discover the TelkomONE Service (or parts thereof) on the Website or App, before having to register or subscribe for the TelkomONE Service.

5.2 To access all of the Free content available on the TelkomONE Service, you will be required to register on the Website and then download the App on a supported device. To access all of the subscription content, you will be required to subscribe for the daily, weekend, weekly or monthly packages via the Website and by downloading the App on a supported device.

5.3 Start the App Store application on your Device. Locate or find the TelkomONE application in the store and download it.

5.4 To register and create an account, you must provide your mobile number and a unique password to TelkomONE. This information will be used to purchase TelkomONE Services. If you do not register you will not be permitted to use the TelkomONE Services.

5.5 You undertake that the username and password will be used only by you and for your personal use and will not be disclosed to any third party. The effect of this clause is that you confirm that only you will use your username and password and you will not allow any other person to use them. You must keep your username and password safe and it is your responsibility to maintain its confidentiality. If you allow another person to use your username and password, TelkomONE will not be liable for any harm or loss you suffer and they will have the right to immediately terminate your access to the TelkomONE Service (or any part thereof) and claim from you any damages or loss they suffer as a result of your breach of these Terms and Conditions.

5.6 You may not use the username and password of another user.

5.7 You acknowledge that TelkomONE will accept and process any subscription for TelkomONE Services once the correct username and password has been entered and that the order will be processed irrespective of whether the use of the username and password is unauthorised or fraudulent, unless a subscription transaction is cancelled in terms of the provisions of clause 10. The effect of this clause is that you confirm that once a transaction is concluded using your username and password you will be responsible for payment in all circumstances even in circumstances where someone fraudulently accessed or your account or accessed your account without your permission.

5.8 You must notify TelkomONE immediately when you become aware, or reasonably suspect, that someone has access to or used your username and password without your permission. You must also

take reasonable steps to decrease the chances and severity of any loss or harm being suffered by you as a result.

5.9 If TelkomONE has any reason to believe that the confidentiality of your username or password has been compromised, it may restrict your access to the TelkomONE Service until you have changed the username or password.

## **6. Transactions**

6.1 All iOS App transactions, including subscribing must be done through the Website first, before launching the iOS App.

6.2 Once the transaction has been successfully concluded, you will be able to log in to start streaming and watching what you love.

6.3 No payment is required to watch the free content; however, all users must complete the registration and have an active account. If you elect to subscribe to the TelkomONE Service, you can purchase a daily, weekend, weekly or monthly package. The process is as follows:

6.3.1 Available packages are displayed on the Website and app (Android).

6.3.2 Users can select a different package to the ones that they are currently on.

6.3.3 Users are then prompted to confirm their change.

6.3.4 The subscription package change takes effect immediately. An unsubscribe request takes effect on the anniversary of the current subscription date. This allows users to continue with the previous subscription package that they have paid for, until the renewal date upon which the package will not be renewed. Users would also immediately gain access to the new subscription package.

6.3.5 An SMS will be sent to the user confirming the successful package change.

6.3.6 An agreement between you and TelkomONE will come into effect once:

3.6.1 your registration and transaction on the Website has been confirmed; and

3.6.2 where you are subscribing to packages that are not Free content, payment or payment authorisation has been received by TelkomONE to the satisfaction of TelkomONE.

3.7 By subscribing, you understand and accept that all AMP subscription options are recurring by default from point of purchase. You can select to opt out of your recurring subscription any time before the expiry date, by visiting My Account page, selecting active subscription and choose the subscription option to opt out of. Subscription renewals will take effect as follows:

7.3.1 Daily: The Recurring process will do an auto renew an hour before the subscription ends for the user.

7.3.2 Weekly: The recurring process will do an auto renew process a day before the subscription ends for the user.

7.3.3 Monthly: The recurring process will do an auto renew process a day before the subscription ends for the user.

7.3.4 Weekend: The recurring process will do an auto renew process a day before the subscription ends for the user and viewing will be allowed for the next weekend starting at 00:00 on Friday.

7.3.5 The attempt to deduct funds will be done twice and in the event where it is unsuccessful after the 2nd attempt, the subscription will be automatically cancelled.

## **7. Payment**

7.1 TelkomONE is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

7.2 All transactions will be processed in South African Rands inclusive of VAT.

7.3 You may pay for the TelkomONE Services in one of the following ways:

7.3.1 Credit card payment;

7.3.2 Debit card payment;

7.3.3 Voucher (by way of voucher number issued for redemption by you or a voucher purchased from a Telkom store)

7.3.4 Wallet

7.3.5 Telkom Airtime

7.3.6 Add to bill (Post-paid)

7.4 You warrant that you are fully authorised to use the chosen payment method and that you have sufficient available funds to cover all costs incurred as a result of purchasing subscription to the TelkomONE Service. The effect of this clause is that you confirm that you are permitted to pay in the way you have chosen and that you are able to pay for the TelkomONE Service.

7.5 Once you have selected the TelkomONE Service(s) that you want to purchase and subscribe to, you will be directed to a link to a secure site for payment for the purchase/subscription price for the TelkomONE Services plus any additional costs. The payment process may vary depending on the payment method which you have chosen.

## **8. Terms of Use**

8.1 The TelkomONE Services:

8.1.1 Will be effective immediately upon payment being made by you for the service; and

8.1.2 are available for private, non-commercial use in South Africa only. You may only access and use the TelkomONE Services via your Device(s) in South Africa. You may not sell or levy any charge for watching the content or using any part of the TelkomONE Service or show any part of the content in public to an audience, even if no charge is levied.

8.2 Should there be no usage on your account during the subscription period the subscription fee will not be refundable subject to clause 10.

8.3 Please confirm your internet data service rules with your service provider and note that data charges are strictly for your own account.

8.4 You will be able to access the TelkomONE Services only when you are in South Africa in an area covered by internet in South Africa.

8.5 TelkomONE shall be entitled to prohibit or terminate your participation in and access the TelkomONE Services if you do not meet the criteria detailed herein and/or if you are involved in any

fraudulent activity or suspected fraudulent activity or any other activity that breaches these Terms and Conditions.

8.6 You must not access or use the TelkomONE Service for any improper or unlawful purpose or in any manner which infringes TelkomONE's or any other party's rights.

8.7 The number of Devices on which you may access and use the TelkomONE Service and view the content per account is limited to 1 device on the Free content and 4 devices on the AMP subscription packages but with a maximum of 2 concurrent streams (dependant on which AMP package applies). You may not access the TelkomONE Service on any Device that you do not own or control.

8.8 You must not copy, modify, reproduce, transfer, republish, post, broadcast or transmit the content on the TelkomONE Service in any form or in any way.

8.9 You must view the content prior to the end of the relevant period of access to the content. The period of access will not be extended if you stop or pause the content.

8.10 Once the period of access to the content has expired, your access to the content will be suspended or restricted until you purchase another subscription.

8.11 All over-the-top and internet protocol television users must make use of their own data, at their own cost. For avoidance of doubt, over-the-top and internet protocol television refers to the delivery of audio, video and other media over the internet without a multiple system operator or broadcaster being involved in the control or distribution of the content in South Africa.

8.12 You may not rent, lease, lend, sell, redistribute or sublicense the TelkomONE Service or any of its content. You may not copy, transmit or distribute, reproduce, upload, post, publicly display, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the TelkomONE Service or any of the content. Any attempt to do so is a violation of the rights of TelkomONE and its licensors. If you breach this restriction, you may be subject to prosecution and damages.

8.14 You must not use the Website, App or TelkomONE Service for any purpose that is unlawful, not permitted by these Terms and Conditions, or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of TelkomONE, its licensors, service providers or others.

8.15 You shall not interfere with the range of security measures applicable to the Website, App or TelkomONE Service. You agree to immediately inform TelkomONE in the event that you become aware of any unauthorized access, copying, modification, storage, forwarding, transmission and/or retransmission of the Website, App or TelkomONE Service, or any part thereof.

## **9. Disclaimer**

9.1 TelkomONE makes no warranties or representations as to the accuracy or completeness of the Website, App and/or TelkomONE Service.

9.2 TelkomONE does not warrant that the Website, App and/or TelkomONE Service is compatible with your computer equipment or software. It is your wholly responsibility to check compatibility prior to purchasing any subscriptions to the TelkomONE service.

9.3 TelkomONE will try to ensure the accuracy of all information displayed on the Website, App and TelkomONE Service but does not guarantee or give any warranty as to the accuracy or completeness of any information or material thereon. The effect of this clause is that TelkomONE does not confirm that:

the Website, App or TelkomONE Service is complete and accurate; your computer or electronic device will be free from viruses or harmful software from the Website, App or TelkomONE Service; the Website, App or TelkomONE Service is accessible from your computer or electronic device; or that the information and content provided on the Website, App or TelkomONE Service is accurate.

9.4 Whilst every effort has been made by TelkomONE and its suppliers of information to ensure the proper performance of every TelkomONE Service, TelkomONE, its affiliated companies, suppliers, service providers and any of their employees do not guarantee, and makes no warranties or representations as to the availability and functionality of the TelkomONE Services, content and information offered, beyond that described on the Website, App or TelkomONE Service.

9.5 Subject to any applicable law, in particular TelkomONE makes no warranty that the TelkomONE Services will meet your requirements, be uninterrupted, timely or error free. TelkomONE will only entertain requests for refunds at its discretion or in terms of clause 10.

9.6 In order to use the TelkomONE Services, the user is required to fulfil the necessary technical requirements. The user shall bear the costs of access to the internet as well as any possible connection costs incurred. These costs are not included in the TelkomONE Services. Should the technical standards in the internet or video service change, the user shall adapt to these changes on his or her own account. TelkomONE strongly advises all users to contact their service provider and ensure that they are on the best possible data package to minimise these costs. Telkom customers received optimised data based on the AMP package subscribed to.

The effect of this clause is that you may only rely on what TelkomONE states on its Website or App in relation to the TelkomONE Services. If you rely on anything else stated about the TelkomONE Services you will not be entitled to claim from TelkomONE for any losses or harm suffered. TelkomONE also does not represent or warrant that: the TelkomONE Services will be uninterrupted and timely, that all content will be available at all times or that the TelkomONE Services will not contain any errors.

## **10. Cooling-off Period And Cancellation Of The TelkomONE Service By You**

10.1 In terms of section 44 of the Electronic Communications and Transactions Act, 2002 (ECTA) you are entitled to cancel, without any reason and without any penalty, your transaction for the TelkomONE Services within 7 days after conclusion of the agreement and:

1. you will receive a full refund of the purchase price within 30 days of the date of cancellation of the transaction;
2. you agree not to use the TelkomONE Services; and
3. TelkomONE will consider your agreement of purchase cancelled.

This right to cancel does not, however, apply to any TelkomONE Services for which you gave explicit consent to accept and receive such services at any time during the 7-day period.

10.2 The TelkomONE Services purchased by you will immediately become available to you once payment has been received. If the TelkomONE Services are not made available to you within 30 days from the date of receipt of payment:

10.2.1 TelkomONE will notify you and you may, within 7 days of receiving the notification, choose to either:

1. proceed with the purchase of the TelkomONE Services; or
2. cancel the transaction.

10.2.2 If you choose to cancel the transaction, you will be reimbursed with the full purchase price paid.

10.3 If you choose to unsubscribe from, and cancel, a subscription service, you may do so by clicking on “Unsubscribe” in your account. You will not receive a refund and you may still access the service any time before the expiry date of your current subscription, but you will be unsubscribed with effect from the date on which your current subscription expires.

10.4 If your account confirms that an AMP subscription entitlement from the TelkomONE Service was delivered to you, but was not watched within the specified 24 hours, 2 days, 7 days and 30 days then you will not be refunded.

10.5 You will automatically be unsubscribed from the service (and your TelkomONE Services cancelled) on the anniversary of the day of the subscription. You will receive an SMS providing the official cancellation date of your TelkomONE Service.

10.6 In the event of either:

10.6.1 A live streamed event being cancelled and no future date has been set; or

10.6.2 The Subscriber fails to receive a purchased offering; then TelkomONE will either issue the Subscriber with a voucher to the equivalent value which can be used to purchase another offering on the TelkomONE Service, or the Subscriber will receive a refund.

## **11. Protection of Your Personal Information**

TelkomONE collects and processes personal information (as defined in the Protection of Personal Information Act, 2013) through and in connection with the Website and applications for more information about how TelkomONE handles personal information, see the Privacy Policy. You consent to the processing of your personal information by TelkomONE in terms of the Privacy Policy

## **12. Intellectual Property**

12.1 The TelkomONE name and logo is the intellectual property of TelkomONE and may not be used in any way without obtaining TelkomONE prior written permission.

12.2 All other content on the Website, App and TelkomONE Service is either owned by TelkomONE or licenced to it and you may not use, distribute, reproduce and/or adapt in any way the content other than as specifically permitted in these Terms and Conditions.

## **13. Security Of Website**

13.1 TelkomONE will take all reasonable technical and organisational measures to protect any user data transmitted over the Website and App.

13.2 TelkomONE cannot guarantee the security of any data transmitted online and the user accepts the risk of providing information on the Website and App.

## **14. Limitation Of Liability**

14.1 Subject to the provisions of the CPA, to the extent allowed by any other applicable law and subject to clauses 15.2 and 15.3 below, TelkomONE will not be liable to you for, and you indemnify and hold TelkomONE harmless against, any loss or damage suffered (whether it is direct or indirect) arising from, or connected to:

14.1.1 your network services being interrupted, suspended, or cancelled, for whatever reason; or

14.1.2 TelkomONE not suspending the provision of the subscription Services to you after you have specifically requested TelkomONE to do so; or

14.1.3 any negligent act or failure to act by TelkomONE, its employees or agents;

14.1.4 the use of any device (whether supplied to you by TelkomONE or not) relating to the TelkomONE Service;

14.1.5 your use of the Website, App or TelkomONE Service;

14.1.6 your inability to use the Website, App or TelkomONE Service;

14.1.7 any operational failure of the Website, App or TelkomONE Service;

14.1.8 unlawful activity on the Website, App or TelkomONE Service and/or any linked third-party websites;

14.1.9 your reliance on any information or content provided on the Website, as TelkomONE makes all reasonable efforts to ensure that the information and content on the Website is complete and accurate;

14.1.10 your improper use of the TelkomONE Services;

14.1.11 any virus downloaded from the Website by you; and/or

14.1.12 breach of security over the Website unless it is due to the gross negligence of TelkomONE. The effect of this clause is that you will not be entitled to make any claims against TelkomONE where you have suffered any loss or harm as a result of anything related to the list provided in this clause 14.1.

14.2 Clause 14.1 does not limit or exclude any warranties or obligations which are implied into the TelkomONE Service by the CPA (to the extent applicable) or which TelkomONE gives under the CPA (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

14.3 Clause 14.1 does not limit or exempt TelkomONE from liability for any loss directly or indirectly attributable to the gross negligence of TelkomONE or any person acting for or controlled by TelkomONE to the extent that the law does not allow this.

14.4 Clause 14.1 also does not limit or exclude the liability of TelkomONE for death or personal injury caused to you through an act or omission of TelkomONE subject to the CPA, to the extent that the law does not allow this.

## **15. Severance**

Any illegal or unenforceable provision of these Terms and Conditions may be severed and the remaining provisions of these Terms and Conditions continue in force.

## **16. Applicable Law And Jurisdiction**

16.1 These Terms and Conditions are governed by the law of South Africa.

16.2 Except to the extent that any other regulatory authority has jurisdiction, you agree that the High Court of South Africa has jurisdiction over any disputes arising from these Terms and Conditions.

## **17. Contact TelkomONE**

In the event of a query or to lodge a complaint, you must contact TelkomONE at:

Email: [support@telkomone.tv](mailto:support@telkomone.tv) or Phone: 081 120