

## Telkom 5G Internet Data Plans – Terms and Conditions

1. Telkom Standard terms and conditions apply (full details on [www.telkom.co.za/terms](http://www.telkom.co.za/terms))
2. Telkom reserves the right to amend this offerings terms and conditions, from time to time. Telkom will place the amended terms and conditions on Telkom's website at the following link: <https://www.telkom.co.za/campaign/5g>, which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
3. RICA shall apply.
4. A SIM and Connection fee shall apply.
5. The Telkom 5G Internet data plans shall be governed by a fair Usage Policy.
6. The Telkom 5G Internet Data Plan shall be available on 24 months and 36 months post-paid deal contract as SIM only offers for Indoor 5G plans and with 5G outdoor router and installation for 5G outdoor plans.
7. The Telkom 5G Internet Data Plan shall be available as Indoor and/or Outdoor plans based on 5G Broadband network coverage the customer has at their premises.
8. Subscription to Telkom 5G Internet Data Plan services is subject to the 5G Broadband network coverage and network availability strictly within the 5G Broadband coverage which can be found on Telkom's website at the following URL <https://telkom.co.za/check-coverage>.
9. Customers who sign up for a deal contract shall receive a SIM card and 5G router if customer is within the Indoor coverage zone as indicated on the Telkom coverage map.
10. Customers who sign up for a deal contract shall receive a SIM card, 5G router and Mesh Wi-Fi if the customer is within the Outdoor coverage. Telkom's installation partner shall contact the customer for installation of the outdoor bracket and router and the Indoor Wi-Fi MESH router.
11. The Outdoor 5G router is the customers responsibility to protect. Telkom will not be held liable for theft or other of the Outdoor CPE or any installation components should they be stolen or vandalized.
12. Customers shall in all instances be required to select a specific 5G offer, either an indoor or outdoor offer, which is based on physical location and guided by the outcome of a 5G coverage check. No customer may utilize a 5G indoor offer in outdoor deal coverage and failure to adhere to this shall mean that Telkom will not be liable for any/all network quality or service quality issues.
13. Telkom shall not, be held responsible for customers' failure to access the Internet in areas that are not eligible for the Telkom 5G Internet Wireless service and 5G Broadband network coverage.
14. In the instance where a 5G subscriber changes the location where the 5G service was initially approved at and if this new location is not served by Telkom 5G then the customer may utilize Telkom 4G network if 4G coverage is indeed available. Should there be an instance where 4G is not suitable or unavailable then the customer will be required to cancel the 5G service and settle any outstanding fees. Any upward or downward migrations from 5G to 4G will need to be paid for by the customer.
15. The Telkom 5G Internet service is a fixed wireless broadband service and subscribers will be required to use the service within the location of the physical address supplied during the application process.
16. Telkom will also be able to, at any stage, enforce locking of the SIM and router to the applicable base station at the physical address.
17. Telkom 5G Internet service operate on shared radio resources and Telkom reserves the right to apply restrictions on an \*Unlimited account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling 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. Telkom will inform abusive subscribers via chosen customer means of communications.
18. A subscriber may not provide network services from their Telkom 5G Internet service (for example, you may not use your account to operate as a File Transfer Protocol (FTP) server).
19. Telkom 5G Broadband network operates a radio-controlled core network which is a shared radio resource and could from time to time become strained due to radio resource intensive programs. This impacts

negatively on other user's broadband experience and/or the performance of Telkom systems or networks. In such instances, Telkom reserves the right to limit such activities should the need arise.

20. Telkom reserves the right to terminate a user from its network if he/she is found to be causing harmful interference to Telkom's 5G Broadband network standards.
21. A subscriber may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitively pinging the host.
22. The Telkom 5G Internet can only be used within the borders of South Africa.
23. The Telkom 5G Internet SIM shall not be used for purposes of Server hosting or international bypass. Failure to adhere to these conditions shall be a breach of this data plans terms and conditions and Telkom will have the right to immediately suspend the service.
24. Telkom reserves the right to suspend/terminate this service when any fraudulent activity is suspected to have occurred.
25. The Multi-SIM and Data Multi-SIM Service will not be allowed on the Telkom 5G Internet data plans.
26. No carry-over to the following calendar month shall apply to the Telkom 5G Internet service and all-inclusive benefits shall reset at the beginning of each calendar month.
27. The voice calling out of bundle rate of R0.80 cents per minute (per -second billing) to all-networks applies
28. SMS is enabled for normal usage, notification and balance enquiry.
29. SMS charges shall be set at 50c/SMS and MMS charges shall be set at 50c/MMS
30. The Telkom 5G Internet plans are available through the traditional Telkom owned stores, Direct Sales Force, 3rd Party channel and Telkom Online Channel.
31. The Telkom 5G Internet will be available across selected 5G Broadband base stations only where the Telkom coverage map states that this 5G Internet service is available. Telkom Mobile 3G and 4G failover shall be supported.
32. No Telkom 5G Internet data plans will be supported out of the coverage of the Telkom Mobile 5G Broadband network.
33. Telkom reserve the right to withdraw any of its 5G Broadband base stations at any stage from the coverage map. The coverage map shall be updated accordingly on the Telkom website at the following URL <https://telkom.co.za/check-coverage>.
34. It must be stressed that the Telkom 5G Internet service is a fixed wireless service which must be used in a fixed location and not for mobility. The Telkom 5G Internet subscribers shall not be able to roam on Vodacom/MTN network.
35. Telkom cannot guarantee service to customers that utilize the Telkom 5G Internet data plans beyond a fixed location and outside the Telkom Mobile 5G Broadband network footprint.
36. Existing LTE subscribers that wish to migrate to the Telkom 5G Internet service can only do so by submitting their applications via the applicable sales channels.
37. Subscribers on the Telkom 5G Internet service shall be able to purchase LTE/LTE-A Once-Off data bundles. In that case the bundles can be utilized to improve speed once FUP is reached and the subscriber is throttled.
38. The LTE/LTE-A Once-off data bundles which expire within 61 days for Anytime data and within 31 days for Night Surfer data from the date of activation. For the LTE/LTE-A Once-Off data bundle on 3GB + 3GB\* shall expire in 14days for both Anytime and Night Surfer bundles.
39. Telkom's 5G Broadband network experience/speed may vary according to a number of dependencies such as the wall thickness at your premises, the number of users on the base station, signal strength, terrain (line of sight to tower) and the type of service being accessed on the internet.
40. The Telkom 5G Internet data plans utilize a wireless radio network to provide Broadband service and as such no speeds are guaranteed and service is provided in a strict best effort manner. Factors such as those in point 36 above prevail.
41. Telkom 5G service is a best effort wireless Broadband service and as such indicated speeds are not guaranteed. There are many factors which may affect the performance of Telkom 5G service but are not restricted to, type of service being accessed on the internet or other, signal strength/distance to the 5G site, number of users on the site and the local network conditions such as Wi-Fi/PC setup etc.

42. Standard Fair Usage Policy (FUP) applies across both the Telkom 5G Internet data plans whereby on the 1st of each month customers will receive first allocated GB of data that allows for an up to 50Mbps, 100Mbps or No limit Mbps speed and once the first allocated GB is depleted then an additional 50GB of data is provided at an up to 4Mbps speed and once the 50GB/4Mbps bundle has been depleted the service then provides \*Unlimited data at an up to 2Mbps speed for the remainder of the month. Peer to peer and NNTP type protocols are further speed restricted.
43. The Fair Usage Policy for the Telkom 5G Internet data plans are as follows:

Product Name	Data Allocated (FUP)
<b>Telkom 5G Internet 50Mbps</b>	<ul style="list-style-type: none"> <li>▪ <b>500GB</b> data @ 50 Mbps</li> <li>▪ Thereafter 50GB data @ 4 Mbps</li> <li>▪ Thereafter 2 Mbps *Unlimited data rest of the month.</li> <li>▪ 1 Month validity</li> </ul>
<b>Telkom 5G Internet 100Mbps</b>	<ul style="list-style-type: none"> <li>▪ <b>1TB</b> data @ 100 Mbps</li> <li>▪ Thereafter 50GB data @ 4 Mbps</li> <li>▪ Thereafter 2 Mbps *Unlimited data rest of the month.</li> <li>▪ 1 Month validity</li> </ul>
<b>Telkom 5G Internet No limit</b>	<ul style="list-style-type: none"> <li>▪ <b>2TB</b> data @ No limit Mbps</li> <li>▪ Thereafter 50GB data @ 4 Mbps</li> <li>▪ Thereafter 2 Mbps *Unlimited data rest of the month.</li> <li>▪ 1 Month validity</li> </ul>

#### **ACCEPTABLE USE POLICY:**

1. Telkom reserves the right to apply restrictions on a Telkom 5G Internet account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling 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.
2. Examples of customer behaviour which compromise Telkom's network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer and news server's protocols (NNTP). In the event of such behaviours, Telkom reserves the right to terminate the account of a Telkom 5G Internet customer whose usage is continuously affecting Telkom's network performance. This termination can be initiated by Telkom without warning to the customer.
3. The above controls will be implemented by Telkom in addition to those set out elsewhere in this AUP regarding unlawful behaviour.

#### **MIGRATION RULES:**

Customers are permitted to request a migration after 3-months into their 24/36-month contract.

**Upward Migrations:** An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package, during the fixed term portion of the agreement.

1. The subscriber may upward migrate without any penalties at any time during the fixed term agreement subjected to the differences in the base subscription.
2. The subscribers shall retain accumulated deal allocations when doing an upward migration.

**Please note the following:**

**A:** New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period.

**B:** When doing migrations from “Base-to-Deal” and “Deal-to-Deal” and “Deal-to-Base”, the commitment period shall be set according to the new contract period and the associated terms and conditions.

**C:** Base refers to the offer or service that is not linked to a device and deal refers to the offer or service that is linked to a device

**Downward migrations:** A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package, during the fixed term portion of the agreement.

1. The Subscriber will be liable to pay an admin fee for a downward migration, which will be determined at the time of requesting the migration.
2. Telkom shall, as a downward migration fee, recover the difference in handset/router pricing between the original and the newly selected packages as well as an administration fee.

**Please note the following:**

**A:** New offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base-to-Base will continue until the end of the new commitment period.

**B:** When doing migrations from “Base-to-Deal” and “Deal-to-Deal” and “Deal-to-Base”, the commitment period shall be set according to the new contract period and the associated terms and conditions

**Discounts that are applicable in the existing plans shall not be carried over to the new contract/commitment period.**

**A:** Value added services (VAS) shall only be re-established on customer request and according to the eligibility of the new offering.

**B:** Customers choosing to migrate to either upward or downward prior to the expiration of the contract/commitment period shall be able to do so; however, admin fees and penalties shall apply where applicable.

**The following rules shall apply to existing Telkom mobile customers wishing to move to Telkom 5G Internet**

Existing LTE customers can migrate to the Telkom 5G Internet service by submitting an application form in the same manner as new customers subject to signing up a new 24/36-month contract.

1. Existing LTE subscribers that wish to migrate to the Telkom 5G Internet data plan service can only do so by submitting their applications via the applicable sales channel.
2. All existing SmartHome, SmartOffice and Fixed wireline customers shall not be allowed to migrate to the Telkom 5G Internet data plan however they shall be allowed to apply for the Telkom 5G Internet data plan service as a new service.
3. Normal cancellation and penalty rules shall apply for existing FMC and Fixed wireline customers that opt to cancel their existing FMC/Fixed services. Cancellation requests shall be channelled via normal cancellation channels and processes.

4. Should an FMC and/or Fixed wireline customer choose to keep their existing FMC and /or Fixed wireline services when signing up for the Telkom 5G Internet service, they shall receive two separate bills and shall maintain two separate accounts.

**Early Terminations:** Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry date.

1. The subscriber shall be liable to pay upon early termination or cancellation of the contract, where applicable, any associated costs such as administration charges, outstanding device costs, service charges etc.
2. The early termination/cancellations fee will be calculated at the time of requesting the early termination.

**Service Conversions:** This refers to scenarios where subscriber wishes to change from the post-paid account to either a hybrid account or a pre-paid option.

1. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number as allocated to or ported over by Telkom Mobile.
2. When a subscriber converts from a pre-paid plan offering to a post-paid plan offering, all free resources such as data deals, messaging deals shall be retained.
3. Upon sign-up and activation of a Telkom 5G Internet data plan contract, customers shall not be permitted to convert to another offering within a 3-month period.
4. Standard conversions rules shall apply pertaining to conversion of customers on a voice plan to a data plan and vice versa i.e., conversion from a FreeMe 5GB to Telkom 5G Internet Service data plans shall be supported and vice versa.

Prices are valid at date of print. E&OE.