

## Terms and Conditions for Telkom Broadband Service

The provision of Telkom's broadband service (whether over ADSL or 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 customer can confirm the coverage of Telkom Network in their area via <https://secure.telkom.co.za/today/ucm/>
4. The provision of Telkom's Fibre broadband service is subject to network availability, but service quality is not impacted by distance from exchange.
5. Fibre services are provided on a month to month basis.
6. In cases where the router and installation are included, this is subject to the fibre service being active for 24 months (12 months for 3<sup>rd</sup> party fibre provider services). Customers can cancel this service at any time after activation, 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 (12 months for 3<sup>rd</sup> party fibre provider services). For Openserve Broadband services, the customer has an option to choose from either 24-month contract which includes the router and installation or month to month basis where the customer can pay for installation upfront and buy their own router. If the customer has opted for the 24 months and cancels before the duration of the contract, Telkom will charge for installation and router for the remaining months.
7. Telkom reserves the right to revise tariffs and to vary these terms and conditions at any time. Such changes will be communicated to the customer.

8. For 3<sup>rd</sup> party fibre, the trenching of the first 30 meters for Link Africa or the first 15 meters for Vumatel, is included in the installation, trenching beyond these limits will be the responsibility of the customer.
9. 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.
10. The bandwidth on the customer's access medium is limited by the customer's internet bandwidth.
11. 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.
12. The above warranty will only be honoured by Telkom provided that the router and all its components are as originally supplied are returned.
13. 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.
14. Existing DSL contract will be terminated with no penalty and a new contract term will be taken for the FTTH service to qualify for the free installation and router should the customer choose to take a new contract.
15. Customers on existing 24 months contract migrating from other Telkom services to DSL or Fibre, have an option to sign up for a 24 months claw back contract, where the router and installation charges are included, subject to the DSL or Fibre service being active for 24 months, or they can select the month to month option.
16. 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.
17. Customers are responsible to provide network access to their premises via Point of Entry sleeves/ducts, at their own costs.