

TELKOM INTERNET TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These terms and conditions, as amended by Telkom from time to time in its sole discretion, are applicable to the provision and use of the Telkom Internet Service. The Telkom Internet Service is provided by Telkom in terms of, and subject to:
 - 1.1.1. the ECA;
 - 1.1.2. Telkom's ECS licence;
 - 1.1.3. these terms and conditions;
 - 1.1.4. the Telkom Internet AUP; and
 - 1.1.5. Telkom's Standard Terms and Conditions for the Provisioning of Electronic Communications Services and Products.
- 1.2. In the event of a conflict arising between the provisions of any of the above documents, the order of precedence shall apply as listed in 1.1.1 to 1.1.5 above.

2. INTERPRETATION

- 2.1. In these terms and conditions, the following words and terms shall have the meanings ascribed to them below and cognate expressions shall have corresponding meanings:
 - 2.1.1. **Activation Date:** means the date on which Activation takes place;
 - 2.1.2. **Activation or Activate:** means, as the context requires, the processes undertaken by Telkom to enable a Customer to make use of the Telkom Internet Service including accessing the Internet sending and receiving data and electronic mail;
 - 2.1.3. **Add-on services:** means those additional services for which a Customer contracts with Telkom, and which are to be used in addition to the Telkom Internet Service;
 - 2.1.4. **App/s:** means applications, which are software programs that operate on the internet through devices such as computers, and other devices capable of connecting to the internet;

- 2.1.5. **AUP:** means the Telkom Internet Acceptable Use Policy located at: www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf and comprises of a set of rules applied by the administrator of a network, that restricts the ways in which the network or system may be used and sets guidelines as to how it should be used;
- 2.1.6. **Business Day:** means any day, other than a Saturday, Sunday or official public holiday in the Republic of South Africa between the hours of 07:30 and 16:30;
- 2.1.7. **Concurrent Session:** Concurrent sessions exist when a Customer has multiple PPPoE sessions open either from the same location or different locations at the same time for the same account;
- 2.1.8. **Customer:** means a person who has applied for a Telkom Internet Service and who receives such service from Telkom after approval of an application for such service;
- 2.1.9. **Data:** means electronic information stored on a computer or transmitted between devices, typically in the context of these terms and conditions, used while accessing the internet, sending and receiving email, playing online video games, video and other such activities;
- 2.1.10. **Data Cap:** means an imposed limit on the amount of Data that may be sent or received by Customer, measured in MB or GB, during a specific calendar month, as stipulated in the product description of the relevant Telkom Internet Service;
- 2.1.11. **Data Usage:** means the amount of Data used or, in the case of a Top-Up to be used, by a Customer using the Telkom Internet Service, measured per calendar month in MB or GB;
- 2.1.12. **ECA:** means the Electronic Communications Act, 36 of 2005;
- 2.1.13. **ECNS:** means the Electronic Communications Network Service and has the meaning as defined in the ECA;
- 2.1.14. **ECS:** means the Electronic Communications Service and has the meaning as defined in the ECA;
- 2.1.15. **FUP:** is a policy utilized by broadband providers of all types of internet to manage throughput in such a way that every subscriber uses Data in moderation;
- 2.1.16. **GB:** means gigabyte, which is a measurement of Data capacity, calculated as: $1024 \times 1024 \times 1024$ bytes which equals 1 GB;
- 2.1.17. **In-bundle:** means Data usage, bandwidth or storage within a pre-defined limit as stipulated in a service and/or product description;

- 2.1.18. **IP Address:** means Internet protocol address, being an identifying number of a device used in the connection of the device to the Internet;
- 2.1.19. **MAC address:** means "Media Access Control Address", being a hardware identification number that uniquely identifies a device connected to a network;
- 2.1.20. **MB:** means megabyte, which is the measurement of Data transfer capacity, calculated as: 1024 x 1024 bytes which equals 1 MB;
- 2.1.21. **Night Surfer Data:** means Data used by Customers in respect of particular Telkom services between the hours of 00:00am and 07:00am;
- 2.1.22. **Out-of-bundle:** means Data usage, bandwidth or storage that is outside of any In-bundle usage limit, where applicable);
- 2.1.23. **Post-Paid Data:** means Out-of-bundle Data used by a Customer and billed to the Customer after such use by the Customer;
- 2.1.24. **PPPoE session:** is a connection between the Customer premises equipment (CPE) and Telkom's network which allow Customers to access the internet. Each session provides Customers with a public IP;
- 2.1.25. **Shaping:** means the protocol-based priorities implemented by Telkom in order to manage demand on its network;
- 2.1.26. **SoftCap Internet Usage Product:** means a metered usage service where the Customer has selected a defined usage limit;
- 2.1.27. **Telkom:** means Telkom SA SOC Limited, a listed company duly incorporated in the Republic of South Africa, with registration number 1991/05476/30 and with its registered office at Telkom Park, 61 Oak Avenue, Highveld, Techno Park, Centurion, 0157;
- 2.1.28. **Telkom Internet Service:** means a Telkom service consisting of those Telkom Internet Service Offerings as contained in the relevant application for such service;
- 2.1.29. **Telkom Internet Service Charges:** means the amount(s) levied by Telkom for the provision of the Telkom Internet Service to a Customer;
- 2.1.30. **Telkom Internet Service Offerings:** includes but is not limited to internet access, e-mail, domain name and web hosting services, and such other similar internet-based services, as provided by Telkom in terms of defined product descriptions made available by Telkom from time to time;

- 2.1.31. **Telkom Internet Website:** means the website with address www.telkomsa.net;
- 2.1.32. **Top-Up:** means the process by which additional amounts of Data Usage may be purchased by a Customer;
- 2.1.33. **Uncapped Internet Usage Product:** means a service provided without a predetermined usage cap/limit.

3. ACTIVATION AND PROVISIONING OF THE TELKOM INTERNET SERVICE

- 3.1. A Telkom Internet Service shall only be provided subject to an application for such service by the Customer in a form to be provided by Telkom from time to time.
- 3.2. Telkom will Activate a Telkom Internet Service on, or as soon as practical after, the date of approval of an application for such service, unless a Customer requests a specific Activation Date, which may only be on a date after the application date.
- 3.3. Notwithstanding clause 3.1, in the event that Telkom provides a Customer with an Activation Date at any time and Activation does not take place by such Activation Date, Telkom shall not be liable for any damages, costs or expenses of whatsoever nature and howsoever incurred or suffered by a Customer or any third party as a result of any failure by Telkom to Activate the requested Telkom Internet Service by the intended Activation Date.
- 3.4. Billing will however only commence from the date on which the Telkom Internet Service was actually Activated and available for use by the Customer.
- 3.5. In the event that a Customer cancels an application for a Telkom Internet Service before the Activation Date, the Customer shall be liable for any abortive costs reasonably incurred by Telkom.
- 3.6. Telkom shall not incur any liability of whatsoever nature for any failure of a Customer to access a Telkom Internet Service account in circumstances where the Customer does not take appropriate steps to obtain access to the internet through use of a suitable access medium or device, such through use of fixed or mobile broadband access on a suitable device or equipment or connection to a router connected to the internet.
- 3.7. The Customer shall be responsible for the provisioning, configuration and maintenance of all Customer equipment and software. This shall include, but not be limited to, computer hardware equipment, electronic communications equipment, Internet security software or modems/routers as may be required or used by the Customer in accessing and using the Telkom Internet Service.

- 3.8. The Telkom Internet Service is a best effort service and Telkom shall not be held liable for temporary interruptions in the provision of the Telkom Services.

4. TELKOM INTERNET SERVICE OFFERINGS

- 4.1. The Telkom Internet Service Offerings and the associated charges are set out on the Telkom Internet Website at the following link: <http://www.telkom.co.za>. The Telkom Internet Service Offerings and charges may be amended by Telkom from time to time. See https://www.telkom.co.za/about_us/download/broadband_terms_and_conditions.pdf.

4.2. Uncapped Internet Services

- 4.2.1. This type of internet Data package has no cap/limit on the amount of Data that a Customer can use in any specific measuring period. Although Telkom Internet Uncapped Internet products do not have a set threshold, this kind of service remains subject to the Telkom Internet AUP.

- 4.2.2. For Unlimited Home Lite, both throttling and shaping will be applied during 18:00 and 23:00 (peak times). This effects Real Time Entertainment (RTE) applications making use of HD/UHD streams (YouTube, Netflix, ShowMax, etc).

- 4.2.3. The Telkom Internet Acceptable Use Policy is located at:
www.telkom.co.za/general/termsandconditions/downloads/TelkomInternetAUP.pdf.

4.3. SoftCap Internet Services

- 4.3.1. SoftCap internet services refers to those services with defined Data packages, but where Telkom allows Customers to continue use the relevant Telkom Internet Service at a reduced throughput speed once the defined Data Cap is reached during any specific measuring period.

- 4.3.2. Once the SoftCap is reached, the internet speed will be reduced to a proportion of the ADSL or Fibre port speed, at Telkom's discretion.

- 4.3.3. In such an event, the Customer shall still have access to the Internet, subject to the SoftCap applicable to the relevant Telkom Internet Service and the considerations set out hereunder, namely:

4.4. Data Usage

- 4.4.1. Data usage is calculated from the first to the last day of every calendar month and billed accordingly.

4.4.2. Subject to clause 4.5.2 below, once a Customer has reached a set Data Cap, the Customer's Internet Service will be converted to SoftCap internet usage mode for the remainder of the relevant measuring period.

4.5. **Internet Access**

4.5.1. When a Customer has reached a Data Cap, the Customer will be converted to SoftCap internet usage mode by default.

4.5.2. Should a Customer wish to regain access to the full throughput speed after having reached the Data Cap as contemplated in clause 4.4.2 above, the Customer will need to purchase Data Top-Up or provide consent to the application of post-paid Data billing, subject to approval by Telkom, as provided for at: <https://Customer.portal.telkomsa.net/>.

4.5.3. Should Data Top-Up be purchased as contemplated in clause 4.5.2 above, such Data Top-Up will be applied to all Data usage first. Should the Customer thereafter use all the Data Top-Up purchased, and thus reach the Data Cap once more, the Customer will be to SoftCap internet usage mode once more for the remainder of the measuring period.

4.5.4. Data Top-Up purchased via credit card in a particular month will be available, if not used in its entirety, until the end of the calendar month following the month in which it was purchased, after which any unused Data will be forfeited. By way of illustration of the afore-mentioned provisions, if a Customer purchases 20GB Data Top-Up on 20 July 2020 and uses only 15GB by 31 July 2020, the remaining 5GB data will be available for use until the end of August 2020. Should the Customer not use all of the 5GB Data Top-Up by end of August 2020, any residual Data will be forfeited.

4.5.5. Data Top-Up cannot be refunded or exchanged for cash after purchase.

4.5.6. Add-on services purchased in a particular month will be available for 30 calendar days from the date of Activation of such services. Add-on services cannot be refunded or exchanged for cash after purchase.

4.5.7. In the event that a Customer has paid for Data Top-Up and/or an Add-on service, but is unable to access the Telkom Internet Service by virtue of technical issues with the Customer's equipment, provided that Telkom has provided reasonable assistance to the Customer to access the service, Telkom shall not be liable for any damages or expenses of whatsoever nature and howsoever incurred by the Customer.

4.5.8. It is the Customers' responsibility to ensure that any Add-on services affecting their usage are Activated on their account.

- 4.5.9. If an Add-on service has not been Activated, any Data used in an attempt to use or access the intended Add-on service will be allocated to usage of the Customer's In-bundle allocation, and Telkom will not be liable to refund any such Data Usage. Customers can verify which Add-ons are Active on their account by logging on to the Telkom Internet Usage Tracker at: https://secure.telkomsa.net/Customer_portal/.

4.6. **Monitoring Usage**

Telkom Internet provides the following measures to assist Customers to monitor their Data Usage:

- 4.6.1. The Telkom Internet Customer portal assists Customers to monitor their Data Usage online. Telkom uses its best endeavours to update the information on the portal at hourly intervals.
- 4.6.2. SoftCap Customers may subscribe to e-mail and SMS notifications pertaining to Data Usage, which can be set to be sent at selected intervals.
- 4.6.3. Telkom does not guarantee the efficiency of the measures available in this clause 4.6. The Customer remains responsible for monitoring and controlling Data Usage.
- 4.6.4. Customers subscribed to SoftCap products should Activate the notifications on the Self-Service Portal at https://secure.telkomsa.net/Customer_portal/ to receive browser notifications at set usage level intervals, informing them of their Data usage levels.
- 4.6.5. Shaping is applied only when demand on the network exceeds available network capacity. When shaping is implemented, real-time, interactive services (such as VoIP, online gaming, video streaming and other such services) are afforded higher priority over non-real-time, non-interactive services, (such as software updates, network storage, game downloads etc). This may impact on the performance of non-prioritised services in favour of those afforded priority.

4.7. **Out-of-bundle charges**

- 4.7.1. Once the Customer runs out of In-bundle Data, Data Usage thereafter will be charged at Out-of-bundle rates.
- 4.7.2. A browser notification will inform the Customer of In-bundle Data depletion and request the Customer to agree to Out-of-bundle charges.
- 4.7.3. Out-of-bundle services may be subject to metering and charging specified in each service and/or product definition.

- 4.7.4. Once the subscribed In-bundle Data is depleted, a Customer will receive a notification and provided an option to enable the Out-of-bundle usage on the Telkom Internet Customer portal. Once it is enabled, the Customer can disable Out-of-bundle at any time.
- 4.7.5. Customer can only enable Out-of-bundle usage equivalent to the In-bundle product subscribed to. This means that if a Customer is subscribed to a 100GB SoftCap product, he/she will be allowed to use Out-of-bundle Data up to 100GB. However, the Customer will only be billed for what has been used.
- 4.7.6. The Out-of-bundle charges shall be billed on the Customer's next Telkom invoice and all Data consumed Out-of-bundle will be charged per MB.
- 4.8. **Telkom Internet E-Mail Accounts**
 - 4.8.1. TelkomSA.net e-mail address, to be associated with a relevant Telkom Internet Service, will be allocated by Telkom to a Customer upon the Activation Date.
 - 4.8.2. The Customer must Activate or de-Activate e-mail box(es) as required. Even though the mailbox is part of the bundle, it is not active by default and requires the Customer to Activate or de-Activate their mailboxes by logging on the Telkom Internet Customer portal, with the username and password provided on the following link:
https://secure.telkomsa.net/Customer_portal/
 - 4.8.3. The Customer is entirely responsible for maintaining the confidentiality of password(s) and account information, as well as the security of their network.
 - 4.8.4. The Customer agrees to immediately notify Telkom of any unauthorized use of his/her account or any other breach of security known to him/her. Should he/she fail to timeously notify Telkom of any such use, Telkom will not be liable for any loss or damage resulting from any unauthorized use of his/her account.
 - 4.8.5. Telkom shall not be liable for any damages or loss, of any nature, resulting from the use, application or subscription to the Telkom email service, including but not limited to the loss of emails or data stored on the Telkom servers.
 - 4.8.6. The Customer indemnifies Telkom against any liability, of whatsoever nature and howsoever arising, in respect of any damages, loss or claims arising from, including but not limited to the use, application or subscription to the email stored on the Telkom servers.
 - 4.8.7. E-Mail is a best effort service and no service level is provided for delivering or receiving email. Telkom shall not be responsible for or liable to create any back-up of any e-mail messages or related data stored by a Customer on the mailbox.

- 4.8.8. The Customer shall be solely responsible for all aspects relating to the management of their email accounts, including but not limited to managing their own data, read and delivery receipts, back-ups or archives of any e-mail messages stored by a Customer on the Telkom Internet mailbox including arising from issues such as consequences of any decisions to migrate, change or delete e-mails from the server.

5. MIGRATION

- 5.1. Subject to the provisions of clause 5.2 below, Customers may migrate between different Telkom Internet bundles, as offered by Telkom from time to time, and as ordered by the Customer.
- 5.2. Any migration contemplated in clause 5.1 must be done in accordance with the procedures determined by Telkom in this regard from time to time, as set out on the Telkom Internet Website.
- 5.3. Telkom shall not be liable for any consequences, including but not limited to any damages suffered or losses accrued by a Customer, whether direct or indirect, resulting from a decision by a Customer to migrate from one Telkom Internet bundle to another.
- 5.4. Telkom provides for three types of migrations, namely:
- 5.4.1. **From SoftCap to Uncapped**
- 5.4.1.1. This occurs when a Customer moves from a SoftCap service to an Uncapped service through an application in this regard.
- 5.4.1.2. In such instance the Customer's current used Data will not be transferred to the uncapped package and any Data Top-Up purchased but not used prior to the migration will be forfeited.
- 5.4.1.3. Any Data used whilst still the Customer is subscribed to the SoftCapped package will be charged for on the next invoice.
- 5.4.2. **From Uncapped to SoftCap**
- 5.4.2.1. In this category of migration, the Customer's current Uncapped Data will not be transferred to the SoftCap package.
- 5.4.3. **From SoftCap to SoftCap**
- 5.4.3.1. Should a Customer migrate from one SoftCap bundle to another, the Customers current Data cap will expire and will be replaced by the new Data cap.

- 5.4.3.2. If the Customer purchased any TopUp Data prior to migration, then such Top-Up Data will still be available for use on the new data package and will be charged for on the next invoice.
- 5.4.3.3. Should a Customer migrate from a lower Data cap to higher Data cap then only the higher Data cap will be provided.
- 5.4.3.4. The Data utilised whilst the Customer remains on the lower Data cap package will be deducted from the new cap.
- 5.4.3.5. Any Data used whilst the Customer is subscribed to the lower cap package will be charged for on the next invoice.

6. CONCURRENCY

- 6.1. When a Customer purchases a Telkom Internet Service Offering, there is a maximum number of Concurrent Sessions that can be associated with a particular Telkom Internet Service Offering, as set out on the Telkom Internet Website from time to time.
- 6.2. The number of Concurrent Sessions per Telkom Internet Service offering may be amended by Telkom from time to time.

7. SUPPORT SERVICE

- 7.1. Telkom shall provide a 24/7 support function in terms of a self-help portal that will include frequently asked questions and tools to aid the Customer in resolving the problem themselves as well as support call centre, available from 07:00 until 21:00 every day, that will be able to aid the Customer in resolving the problem.
- 7.2. It is important to note that the Telkom Internet service is a best effort service which means the uptime and speeds cannot be guaranteed. Telkom will use its reasonable endeavours to resume the Telkom SA Internet service as soon as possible.
- 7.3. The Customer shall be expected to render to Telkom, its agents, representatives and employees all necessary assistance to identify, locate and solve any Telkom Internet related problem encountered by the Customer, failing which Telkom shall not be responsible for the resolution of any such problems or issues.
- 7.4. Telkom shall be not liable for any loss of any Data stored on the Customer's equipment and shall not be required to, or responsible for any, back-up of any such Data in relation to any work in an attempt to assist the Customer. The Customer is cautioned to back up any Data that may be at risk prior to asking to commence with any assistance with any issues or problems with the Telkom Internet Service.

- 7.5. The Customer indemnifies and holds Telkom harmless against any costs, liability, loss or damages, of whatsoever nature, incurred or suffered by the Customer as a result of the loss of any Data as contemplated in clause 7.4 above, whether or not occasioned by any act or omission of Telkom, its representatives, agents or employees.

8. TELKOM INTERNET SERVICE CHARGES

- 8.1. Telkom will levy Telkom Internet Service Charges in accordance with the rates as determined by Telkom from time to time and subject to Telkom's ECS licence conditions, or any other applicable licences, laws or regulations which may apply from time to time.
- 8.2. The Telkom Internet Service Charges are available on the Telkom Internet Website and may be amended by Telkom from time to time.

9. BILLING

- 9.1. Telkom will commence to bill a Customer for a subscription-based Telkom Internet Service upon Activation.
- 9.2. Telkom will periodically provide a Customer, and most typically on a monthly basis, with an invoice for the amounts payable by the Customer in respect of any Telkom Internet Service rendered.
- 9.3. The Customer remains liable for payment for all charges for a Telkom Internet Service, irrespective of whether an invoice has been received by the Customer.
- 9.4. Billing in respect of any Data Top-Up purchased by the Customer will be effected on the date of Data Top-Up, with the said Data being made available from such date and for the actual period that applies in such instance and not on a calendar month basis or any pro rata basis.
- 9.5. Upon Activation, a Customer will be billed for the full first month, irrespective of when in the particular month the Telkom Internet Service Activated was, and thereafter on a monthly basis.
- 9.6. Notwithstanding the provisions of clauses 9.4 and 9.5 above, Telkom may, , issue an invoice outside of any billing cycle, and/or demand immediate payment of any outstanding amounts by a Customer.
- 9.7. An account rendered by Telkom to a Customer as contemplated in this clause 9 is prima facie proof of the amount due by the Customer to Telkom in respect of the relevant Telkom Internet Service.

- 9.8. Where a Customer disputes an amount contained on an invoice, a query or dispute can be logged via email to irect@telkomsa.net or by calling 10210.

10. SUSPENSION OF THE TELKOM INTERNET SERVICE

- 10.1. Telkom may, upon notice to the Customer where applicable, suspend any Telkom Internet Service in any of the following circumstances:

10.1.1. non-payment by a Customer of any charges, costs or any other amounts due to Telkom in respect of Telkom Internet Services rendered;

10.1.2. during any technical failure, modification or planned maintenance of either the internet service or the network by means of which the Telkom Internet Service is provided; or

10.1.3. if the Customer:

10.1.3.1. fails to comply with:

10.1.3.1.1. any of these terms and conditions;

10.1.3.1.2. the Telkom Internet AUP where applicable; or

10.1.3.2. does, or allows to be done, anything which, in Telkom's reasonable opinion, may have the effect of negatively affecting the operation of the Telkom network or the provision of Telkom Internet Services to the Customer or to any other Telkom Customer;

10.1.3.3. engages in conduct or a pattern of conduct, including without limitation repeated violations, while using the Telkom Internet Service which violates these terms and conditions or is otherwise illegal or improper and;

10.1.3.4. in the event that a Customer's Telkom Internet Service is suspended in terms of this clause 10, Telkom will reconnect the Telkom Internet Service upon payment of all amounts due and payment of a reconnection fee, as determined by Telkom from time to time.

10.1.3.5. Notwithstanding any suspension of service under this clause 10, the Customer shall remain liable for all charges due in respect of the Telkom Internet Service.

- 10.2. The Customer indemnifies Telkom against any damage, loss, costs or claims which the Customer may suffer or incur arising from the suspension of the Telkom Internet Service.

11. COOPERATION WITH INVESTIGATIONS

11.1. Telkom will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of an illegal nature and/or inappropriate activity. Telkom reserves the right to disclose Customer information to the extent authorized by applicable law.

12. TERMINATION OF THE TELKOM INTERNET SERVICE

12.1. Upon termination due to non-payment or on Customer request, Telkom shall discontinue the Telkom Internet Service.

12.2. Upon the termination of the Telkom Internet Service for any reason, the Customer shall, upon receipt of letter of demand from Telkom, pay all outstanding charges at the time of termination, which shall become immediately due and payable.

12.3. The Customer indemnifies Telkom against any damage, loss, costs or claims which Telkom may suffer or incur arising from the termination of the Telkom Internet Service.