

Norton Cyber Security – Terms and Conditions

1. Service Description

Norton Cyber Security is a digital protection service that provides security features such as malware protection, safe browsing, and online threat monitoring for compatible devices.

2. Eligibility

- The service is available to active Telkom customers.
- Customers must have a compatible device and valid mobile number.
- Customers must be 18 years or older or have permission from a Telkom account holder.

3. Subscription & Billing

- The service is offered on a monthly subscription basis.
- Charges will be billed to the customer's Telkom account or deducted from prepaid airtime.
- Charges apply once the customer successfully subscribes to the service.
- Pricing is subject to change with prior notice.

4. Activation

- Customers will receive an email with activation instructions after subscribing.
- Customers are responsible for completing the activation process.
- Failure to activate does not automatically cancel the subscription.

5. Device Compatibility

- The service supports selected Android, iOS, Windows, and Mac devices.
- Some features may vary depending on device type and operating system.
- Customers are responsible for ensuring their device meets minimum requirements.

6. Usage

- The subscription allows protection for the number of devices specified in the selected plan.
- The service is for personal use only and may not be resold.
- Customers must not misuse or attempt to reverse engineer the software.

7. Cancellation

- Customers may cancel the subscription at any time.
- Cancellation will stop future billing.
- The service will remain active until the end of the billing cycle applicable at the time of termination.
- No partial refunds will be provided for mid-cycle cancellations.

8. Changes to Service

- Telkom reserves the right to modify or discontinue the service.
- Features may change or be updated from time to time.
- Customers will be notified where reasonably possible.

9. Data Usage

- The application may use minimal data for updates and security scanning.
- Standard data charges may apply depending on the customer's plan.

10. Limitation of Liability and Standard of Care

- Telkom shall perform the Services with reasonable skill, care, and diligence in accordance with generally accepted industry standards and practices applicable to cybersecurity services.
- The Cybersecurity Service offered by Telkom reduces risk but do not guarantee that all security incidents, breaches, or vulnerabilities will be prevented, detected, or resolved. Telkom will only be responsible for the Services expressly defined in this Agreement.
- To the maximum extent permitted by law, Telkom's total aggregate liability arising out of or in connection with this Agreement, whether in contract, delict (including negligence), or otherwise, shall be limited to the total fees paid by the Customer to the Supplier under this Agreement in the preceding 12 months.
- Telkom and Norton are not liable for any loss resulting from malware, scams, or cyber incidents.
- Telkom shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, loss of revenue, loss of data, or business interruption, even if Telkom was advised of the possibility of such damages.
- Telkom shall not be liable for any failure, vulnerability, or breach arising from third-party systems, software, or services not under Telkom's direct control, unless expressly agreed otherwise in writing.

- Nothing in this clause shall exclude or limit liability for:
 - (a) death or personal injury caused by negligence; or
 - (b) any liability which cannot be excluded or limited under applicable law.

11. Customer Responsibilities

The Customer shall be responsible for:

- (a) maintaining appropriate internal security controls and policies;
- (b) promptly implementing recommendations provided by Telkom; and
- (c) ensuring that its systems and environments meet the minimum requirements specified by Telkom.

Telkom shall not be liable for any loss arising from the Customer's failure to meet these obligations.

12. Indemnity

The Customer agrees to indemnify and hold Telkom harmless against any third-party claims arising from:

- (a) the Customer's misuse of the Services; or
- (b) the Customer's failure to comply with its obligations under this Agreement.

13. Support

- Customers can access support via Telkom customer care or through the Norton application.
- Support availability may vary by channel.

14. Fair Use

- The service is subject to fair usage.
- Abuse or excessive usage may result in suspension.

15. Termination

Telkom may suspend or terminate the service if:

- The customer breaches these terms
- Telkom account is inactive
- Payment is not received

16. Data Protection

- Each party shall comply with applicable data protection laws, including POPIA where applicable. Telkom is authorised to share and transfer Customer information, including personal information where necessary, to approved third-party service providers for the sole purpose of performing the Services under this Agreement.

- Telkom shall ensure that any such third parties are bound by appropriate confidentiality and data protection obligations consistent with this Agreement and applicable law

17. General

- These terms are subject to change.
- Continued use of the service constitutes acceptance of updated terms.
- In addition to the Product Specific Terms and Conditions contained herein, all services rendered by Telkom shall at all times be subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as published at:
<https://group.telkom.co.za/regulatory/terms-and-conditions-general.html>