

## Product Specific Terms and Conditions for Mobile Data PostPaid Plan

### Foreword:

All Services and Products applied for by a subscriber will be subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services & Products (hereinafter referred to as ("Telkom's Standard Terms and Conditions")) and these Product Specific Terms and Conditions. Telkom's Standard Terms and Conditions are available at [Telkom Mobile Subscriber Terms And Conditions.pdf](#). Both Telkom's Standard Terms and Conditions and the Product Specific Terms and Conditions becomes binding and will apply to the subscriber once Telkom confirms the acceptance of the subscriber's application for certain Products and/or Services.

In the event of any ambiguity between Telkom's Standard Terms and Conditions and the Product Specific Terms and Conditions, the Product Specific Terms and Conditions will prevail.

Unless the context clearly indicates the contrary, any term defined in Telkom's Standard Terms and Conditions when used herein shall bear the same meaning as defined in the Telkom's Standard Terms and Conditions.

### Definitions:

**"All Network Data"**: means a data offered to the subscriber making use of the Telkom Mobile network where available, or the network of a local roaming partner where the Telkom Mobile network is not available.

**"Inclusive Data"**: means the monthly allotted amount of data that is included in the subscriber's selected Mobile Data plan.

**"Mobile Data Plans"**: means an All Network Data postpaid plan that can be subscribed to on either a fixed term contract including a preferred device, or on a month-to-month SIM only contract.

**"Out-of-Bundle Services"**: means such services (e.g. Data, MMS, SMS and voice calls) purchased by the subscriber, if and when required, which services will be consumed from the credit / spend limit allocated to the subscriber based on Telkom's Credit Vetting Procedure.

**"Once-Off Data Bundle"**: means ad-hoc data bundles available to Mobile Data subscribers to purchase when their inclusive data is depleted. These data bundles can be purchased via the USSD menu \*180# option, MyTelkom App, Self-Service Portal, Telkom Shop and Telkom WhatsApp 0811601700 and shall be activated immediately.

**“Peak Times”:** means everyday hours starting from 18:00 PM to 22:00 PM.

**“Recurring Data Bundle”:** means data bundles available to Mobile Data subscribers to purchase and is provisioned as a recurring monthly allocation at the beginning of every calendar month. These can only be purchased via Telkom stores or call centre.

## **General Terms and Conditions:**

1. Telkom shall be entitled to adjust the charges levied to a subscriber from time-to-time as determined by Telkom, including but not limited to charges reflected within a contract period i.e., fixed term agreement. Changes will be published on the Telkom website. Any such adjustment will apply to the base plan and not the charge applicable to the selected device.
2. Telkom reserves the right to amend these Product Specific Terms and Conditions from time-to-time. Such amendments will be placed on Telkom’s website at the following link: <https://group.telkom.co.za/regulatory/terms-and-conditions.html>; after which, they will be deemed incorporated into the Agreement and bind the subscriber from the date that the amendment was listed on the abovementioned site.
3. Telkom reserve the right to throttle and/or shape the traffic of the internet data plans in the network on peak times.
4. The service application process will only commence on the presentation of necessary supporting documentations (i.e. ID, proof of residence, bank statements etc) and subject to a favourable credit vetting outcome.
5. All service applications by a subscriber, will be subject to Telkom’s credit vetting procedure.
6. A subscriber must comply with the relevant requirements of RICA.
7. Unless stated otherwise, a SIM and connection fee shall apply.
8. The offer is available at Telkom stores, website and call centre. To locate the nearest Telkom store, visit the following link <https://www.telkom.co.za/storelocator/>.
9. Subscription to Mobile Data plan is subject to Telkom’s and local roaming partner network coverage availability. This is a best-effort service with no guarantees provided on availability or throughput. There are many factors that can affect the speed of the internet data service such as, but not restricted to, signal strength / distance to tower, number of connected users / devices on the tower, type of services being accessed on the internet and computer setup environment. To check network coverage please visit – <https://www.telkom.co.za/check-coverage>. Telkom shall not be held responsible for failure to access internet at locations where Telkom does not have coverage, and the service experience may change from time-to-time.
10. Inclusive data on Mobile Data plan shall have a validity period of two calendar months. e.g. The inclusive data allocated to your plans on 1<sup>st</sup> May will expire on 30<sup>th</sup> June.
11. Any unused inclusive data on Mobile Data plan shall roll over to the end of the next calendar month. Rolled over data will be depleted first before the newly allotted inclusive data is used. e.g. If you are subscribed to a Mobile Data 4GB plan and have only utilised 3GB of your inclusive data, the remaining 1GB unused data shall be carried over to the following month. The unused 1GB will

be consumed and depleted first before the new allotment of 4GB is utilised. Any rolled over data not consumed within the extended validity period will be forfeited.

12. Once the subscriber has depleted the Inclusive Data, the subscriber may purchase out-of-bundle data subject to subscriber's credit limit.
13. Quoted prices are VAT inclusive.
14. The standard out-of-bundle data rate per MB shall apply on Mobile Data plan.
15. Normal voice calling service is enabled on Mobile Data plans at applicable calling rate, with exception of emergency services (10111, 10177 and 112) and helpdesk (081 180) which are free.
16. SMS is enabled for normal usage, notification and balance enquiry. Standard rate per SMS (160 characters) shall apply.
17. MMS is enabled and a standard rate per MMS (300KB) shall apply.
18. A compatible device is required to access Telkom's data services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
19. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of this service.
20. Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities or loss of information.

## **Data Transfer Rules:**

1. Mobile Data subscribers will have the ability to transfer data to other subscribers on the Telkom Mobile network.
2. There are no activation or subscription fee for the Data Transfer service.
3. Data transfer service shall be enabled on the Self-Service Portal, MyTelkom App and USSD menu (\*180#).
4. Subscribers will have the option to transfer data in the following denominations: 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
5. Subscribers will be allowed to transfer a maximum of up to 1GB of data per day.
6. Subscribers will be allowed to transfer a maximum of up to 10GB of data per month.
7. Once data has been transferred it cannot be transferred again to another end-user.
8. Transferred data will maintain the same validity period pertaining to the primary data bundle from which it was transferred. The SMS notification of the data transfer will be sent to the subscriber with the applicable expiry date.
9. Inclusive data and any additional data bundles purchased will be eligible for transfer.
10. Promotional data such as Night Surfer, Bonus, Campaign data will not be eligible for transfer.
11. The transferred data bundles shall not be prorated, and the subscriber shall be able to utilise it until it is fully consumed or has expired.
12. Once the data has been transferred, the transfer cannot be reversed.