



Product Specific Terms and Conditions for Mobile Data Unlimited 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 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.

"Fair Usage Policy ("FUP")": means the subscriber will receive 150GB of data that allows for an up to 10Mbps speed and once the 150GB is depleted then an additional 50GB of data is provided at an up to 4Mbps speed and once the 50GB is depleted the service then provides unlimited data at an up to 2Mbps speed for the remainder of the month. The normal speed of up to 10Mbps will resume at the beginning of the following calendar month.

"Mobile Data Unlimited": means an uncapped (subject to Telkom's FUP), All Network Data offer that can be subscribed to on either a fixed term contract including a preferred device, or 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.

"Peak Times": means everyday hours starting from 18:00 PM to 22:00 PM.

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 charges 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 reverses the right to throttle and/or shape the traffic of the internet data plans in the network during 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 Unlimited 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 Unlimited offer is an uncapped data service, with network internet speed capped at up to 10Mbps, subject to Telkom's FUP.*
11. No data carry-over applies to the Mobile Data Unlimited plan and all the full data benefits shall reset at the beginning of each calendar month.
12. No MultiSIM or Data MultiSIM is permitted on the Mobile Data Unlimited product.
13. No transfer of data is permitted on the Mobile Data Unlimited product.
14. Quoted prices are VAT inclusive.
15. Normal voice calling service is enabled on Mobile Data Unlimited plan at the 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.