

Terms and Conditions for Telkom PBX

The terms and conditions contained will be applicable to the provision and use of all Services and facilities provided by the Service Provider to the Customer hereunder.

1. INSTALLATION AND RENTAL CHARGES

The Customer undertakes to pay the Service Provider the prescribed installation charge and rental monthly in advance, from the date the Service(s) is Commissioned, which shall be subject to adjustments from time to time. The discount on rental charges will apply during the term of this Agreement and the Service Provider reserves the right to change or cease to grant the discount after expiry of the Initial Period. For the avoidance of doubt, the discount is not applicable to exchange lines, tie-lines or any other network service related rentals.

2. MIGRATION

The Customer may in terms of this Agreement, Migrate the Service(s) to an agreement with a longer term without any penalty. In such event, the Customer shall enter into a new agreement with the Service Provider for the longer term. This Agreement, however, shall remain in force and effect up to and including the Effective Date of the new Agreement. This Agreement shall be cancelled on the date following the Effective Date of the new agreement. The rental ceasing date of the Service(s) in respect of this Agreement, however, shall be the Effective Date of the new agreement.

3. OUTDOOR TRANSFER OF SERVICE

- 3.1 Should the Customer Outdoor Transfer the Service(s), the remainder of the rental period of this Agreement remains in force and effect. The Customer shall pay the prescribed charges for the provision of the new service.
- 3.2 Should the Customer, however, requests the Service Provider to transfer the Service(s) outside of Business Hours, the transfer will be carried out at the then prescribed installation charge plus forty percent (40%).
- 3.3 A written request from the Customer for an Outdoor Transfer will be required.

4. UPGRADE

- 4.1 The Customer may, after the expiry of the Minimum Rental Period, Upgrade the Service(s) without any penalty. However, the Customer shall be required to enter into a new agreement with the Service Provider for the provision of the new service. This Agreement shall remain in force and effect up to and including the Effective Date of the new Agreement, where after it shall be cancelled on the date following the Effective Date of the new agreement.
- 4.2 A written request from the Customer for an Upgrade shall form part of this Agreement.

5. AUGMENTATION

- 5.1 The Customer may augment the Service(s) by requesting the Service Provider to install additional PBX related products and/or services on the existing PBX. The Customer shall pay the prescribed charges for the provision of any additional products and/or services.
- 5.2 A written request from the Customer for an Upgrade shall form an integral part of this Agreement.

6. DOWNSIZING

- 6.1 The Customer may, after the completion of the Minimum Rental Period, and if the applicable PABX system allows for it, request the Service Provider to downsize the PABX system with no more than 20 % of the contracted rental amount (which will be subject to tariff adjustments). (Not applicable to PABX in a Box)
- 6.2 Should the Service Provider adjust the monthly rental of the Service(s) the original contracted monthly rental amount will be adjusted with the average percentage with which the Service Provider has adjusted the rental of the Service(s). From the effective date of the rental adjustment, the twenty percent (20%) with which the Customer may downsize the Service(s), will be calculated on the adjusted contracted rental amount.
- 6.3 A written request from the Customer for an Downsizing shall form an integral part of this Agreement.

7. MAINTENANCE

- 7.1 The Service Provider shall maintain the Service(s) at the Customer's installation address as recorded on the Service Provider's system against payment of the rental charges. Should the Customer request the Service Provider to attend to a fault on Selected Equipment (SE) and if during the maintenance visit to the installation address it transpires that the SE is not available for maintenance at this address, the Customer shall be liable for payment of the applicable unnecessary call-out charge as published in the Service Provider's Tariff List.
- 7.2 The Customer shall be responsible for the maintenance and/or support of any equipment or Service(s) not rented from the Service Provider, which the Customer uses in conjunction with the Service(s).

- 7.3 The Customer shall be liable for the payment of the applicable unnecessary call-out charge as published in the Service Provider's Tariff List in respect of faults that the Service Provider attends to and that is caused by such equipment not rented from the Service Provider.

8. TERMINATION OF SERVICE

- 8.1 The Customer shall accept full responsibility for all reasonable abortive costs and expenses incurred by the Service Provider in terms of this Agreement and undertakes to pay the costs to the Service Provider, should the Customer cancel the order for the provision of the Service(s).
- 8.2 Should this Agreement be terminated for whatever reason other than as a result of breach by the Service Provider in respect of any of the equipment, products or services prior to the expiry of the Initial Period of this Agreement, the Customer shall be obliged to pay on the Service Provider's demand the full outstanding rental payable for the remaining period of this Agreement, which amount shall be due and payable upon rendering of an account by the Service Provider.
- 8.3 The termination of this Agreement for any other reason will be dealt with in terms of the Service Provider's Standard Terms and Conditions.

Terms and Conditions for Competition

1. Competition Rules:

- 1.1 This promotional competition ("Competition") is organized and run by Telkom SA SOC Ltd (Registration Number 1991/005476/30), a listed company duly registered in accordance with the laws of the Republic of South Africa, with its registered address at Telkom Park the Hub, 61 Oak Avenue, Techno Park Highveld Centurion, Pretoria ("Telkom") including its affiliates, partners, associations and agents ("Organizers").
- 1.2 By entering this Competition all participants agree to abide by the following competition rules:

2. Competition Period:

- 2.1 The Competition will run from 14 June 2023 to 14 September 2023, encompassing all days in between.
- 2.2 The duration of the Competition may be extended or curtailed at the discretion of the Organizer. Any such amendment will be communicated via Telkom's corporate website www.telkom.co.za.

3. Who is eligible to win a prize:

- 3.1 The Competition is open for entry to all South African businesses which in terms of the Consumer Protection Act ("CPA") are regarded to as a Small and Medium Business, and which are serviced by Telkom Business ("Participants").
- 3.2 All Participants, who successfully apply to outright purchase an iPECS Enterprise Media Gateway 100 (eMG-100) PABX System, will automatically be entered into the Competition, subject to the system being installed prior to the expiry of the Competition Period.
- 3.3 Telkom's Standard Terms and Conditions and Product Specific Terms and Condition, including its credit vetting policy, will apply to the outright purchase of the iPECS Enterprise Media Gateway 100 (eMG-100) PABX System, which document is available on https://group.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml Employees of the Telkom Group and their immediate families, advertising and promotion agencies, distribution partners, associated companies, and outlet owners and their immediate families and staff associated with this Competition are not allowed to enter the Competition.

4. Competition Mechanics:

- 4.1 To qualify and be entered in the Competition, a Participant must comply with the following rules:
- i) New application for an Outright iPECS Enterprise Media Gateway 100 (eMG-100) offered by Telkom Business;
 - ii) Upgrading on renewing of an existing PABX agreement offered by Telkom Business to an iPECS Enterprise Media Gateway 100 (eMG-100)

which application is made exclusively through Telkom's call centre and/or Telkom direct sales force.

Entries for this Competition will only be accepted if the participants comply with the Competition mechanics.

5. Prizes

- 5.1 The winner of the Competition will receive an amount of R25 000 (the value of the outright purchased iPECS Enterprise Media Gateway 100 (eMG-100) PABX System), which amount will be credited to winner's Telkom invoice.
- 5.2 The credit can be utilised to settle the outstanding balance on the iPECS Enterprise Media Gateway 100 (eMG-100) PABX System or may be used to offset any other services used and/or rented by Telkom on the same invoice but will not be refunded in cash.
- 5.3 Telkom reserves the right to substitute any, or part of any, of the prizes.
- 5.4 The winner will be selected by an independent auditor on 22 September 2023 from all qualifying entries received within the Competition Period. The judge's decision is final and no correspondence will be entered into.
- 5.5 The winner will be announced no later than 29 September 2023 by means of an e-mail and or telephone call to the Winner.
- 5.6 Winners will need to respond with additional requested details within 1 (one) week of being notified, thereafter, the prize will be forfeited and awarded to the next runner-up winner.
- 5.7 Telkom will not be responsible for any costs and/or expenses which a winner, or any Participant, may incur during and for the purposes of entering the Competition, similarly Telkom will not be responsible for additional charges associated with a winner accepting and/or using a prize.

6. General:

- 6.1 The rules of the Competition may be amended at any time during the Competition Period with reasonable notification and once such amended rules are published will be deemed as accepted.
- 6.2 All rules will be interpreted and applied at the sole discretion of Telkom.
- 6.3 By entering this competition, the entrant consents that the Organiser may use names and images taken of the winners for publicity purposes, without any further remuneration being payable to the winner. The winner may decline to participate in any promotional activity by notifying the Organiser in writing. All promotional material will become the sole property of the Organiser.
- 6.3 Participants take part in the Competition at their own risk and Telkom bears no responsibility for any loss, damage or harm suffered as a result of the participation and/or acceptance and/or use of a prize, or any aspect thereof.
- 6.4 Telkom reserves the right to cancel the Competition at any time, if deemed necessary in its opinion or if circumstances arise that are outside of its control and will not be liable to Participants in such event for any cause or action whatsoever.
- 6.5 Any violation or attempt to violate any of these rules will result in the immediate disqualification of the transgressor with or without notice.
- 6.6 The announcement of a winner does not constitute a ruling by Telkom that the winner has complied with these rules. Telkom may disqualify a participant after the announcement, should any rule transgressions be discovered.
- 6.7 A copy of these terms and conditions can be found at www.telkom.co.za.
- 6.8 The terms and condition applicable to this Competitions will be construed, interpreted, and enforced in accordance with the applicable laws of the Republic of South Africa.