

## Telkom Endless 1Gbps FTTR Product Specific Terms and Conditions

Telkom Endless 1Gbps FTTR bundle is offered by Telkom SA SOC Ltd with Business 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, 61 Oak Ave, Centurion.

## 1. DEFINITIONS:

- 1.1 Unless the context clearly indicates the contrary, any term used herein shall bear the same meaning as defined in the Telkom's Standard Terms and Conditions.
- 1.2 In this document the following words will have the meaning as defined below:
- 1.2.1 "Agreement" means the Customer's application for Service(s) together with these Product Specific Terms and Conditions.
- 1.2.2 "Asymmetrical speed" is when the download and upload speed is not the same e.g., 1000/500Mbps (download speed 1000Mbps, Upload speed 500Mbps).
- 1.2.3 "Broadband Speed" is the rate that information is received (download or downstream speed) or sent (upload or upstream speed) on the line and is measured in Mbps "('megabits per second').
- 1.2.4 "Download Speed" is the speed at which your computer or smart device 'gets' information from the Internet. In other words, when you try and open your email, your download speed would determine how long it takes to load your emails and applications.
- 1.2.5 **"Upload speed"** is the speed at which information travels from your internet connected device to the Internet. If you send an email, your upload speed would determine how long it takes for your email to arrive in the mailbox of the intended recipient.
- 1.2.6 "Internet bandwidth usage" refers to the volume of information you use over your broadband connection, each month. Usage is measured in 'MB'(megabytes); 'GB'(gigabytes) or 'TB'(Terabytes)
- 1.2.7 "DSL" Digital Subscriber Line.
- 1.2.8 "Retail Fibre Voice" refers to a voice service available on Fibre Infrastructure.
- 1.2.9 "Throttling" is when your Internet service provider limits the speed to the network traffic.

## 2 WHO IS ELIGIBLE TO APPLY FOR A SERVICE:

Persons ("Applicants") interested in applying for the Products must be:

- 2.1 A natural person who resides in South Africa with a valid Identity document or passport.
- 2.2 and or a juristic person that operates with valid business registration documents.
- 2.3 be eligible for Telkom Business and/ or Consumer Products.

## **3 TERMS AND CONDITIONS**

- 3.1 The provision of Telkom's products and/or services are subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as well as the terms and conditions contained in this document ("Product Specific Terms and Conditions"). Where there is any conflict between the Standard Terms and Conditions and the Products Specific Terms and Conditions, the last mentioned shall prevail. Full details on: https://www.telkom.co.za/about\_us/regulatory/terms-and-conditions.shtml
- 3.2 By applying for any of the products, all Applicants agree to be bound by the above-mentioned terms and conditions, which will be interpreted by Telkom.
- 3.3 Telkom's decision regarding any issue relating to the terms and conditions will be final and binding.
- 3.4 Telkom reserves the right to amend, modify, change, postpone, suspend, or cancel the provision of this product, or any aspect thereof, at any time, for any reason which Telkom reasonably deems necessary.
- 3.5 The Product shall be available to Business and individual customers.
- 3.6 The Product is available on a 24-month contract (includes installation and activation costs).
- 3.7 A customer cancelling the 24-month contract will be subject to a clawback of R800 x remaining months if the contract is cancelled within 24 months.
- 3.8 Up to 4 Edge Wi-Fi-enabled Optical network terminals (ONT) will be installed at the customers premises and therefore, no additional router will be provisioned as part of the product offer.
- 3.9 Existing customers on Telkom Core, Telkom Endless, Telkom Fusion, Fibre Home Unlimited, Fibre Home Unlimited Premium, SoftCap and any other Internet product prior to this product can migrate to Telkom Endless 1Gbps FTTR.
- 3.10 Telkom Endless 1Gbps FTTR product is bundled with Uncapped internet with no FUP (Fair usage Policy) or throttling.
- 3.11 The provisioning of Telkom Endless 1Gbps FTTR products is subject to infrastructure and Network coverage availability, which can be checked at https://www.telkom.co.za/check-coverage.

- 3.12 Customers shall be able to subscribe to optional Retail Fibre Voice or IP Voice on their bundled package and must subscribe to an applicable calling plan at the relevant charge per month. Should a customer subscribe to IP Voice, customer will need to purchase a router separately.
- 3.13 The Telkom Endless 1Gbps FTTR bundle is an asymmetrical speed of 1000Mbps/500Mbps.
- 3.14 Telkom Endless 1Gbps FTTR is the names of the products and has no reference to the product specifications.
- 3.15 Telkom internet mailbox is not included as part of the Telkom Endless 1Gbps FTTR product but can be purchased at the standard rate as a Value-added service. Terms and Conditions Telkom Endless 1Gbps FTTR
- 3.16 Mailbox will be migrated to a standalone mailbox as a value-added service and will be charged at the standard rate for existing customers on DSL/Copper. The responsibility to back up emails remains with the customer.
- 3.17 An existing DSL/Copper customer with Telkom Internet Mobile Failover migrating to Telkom Endless 1Gbps FTTR will forfeit the service as it is not supported.
- 3.18 Fibre broadband is a "best effort" service, and the speeds are not guaranteed. This means that the potential speed that can be obtained will depend on the congestion of the network.
- 3.19 Telkom reserves the right to revise tariffs and to vary these terms and conditions at any time. Such changes will be posted on the Telkom website and will be deemed to have been accepted by the customer, Should the customer continue using the services. The obligation therefore is on the customer to review these terms and conditions at regular intervals.
- 3.20 Errors and Omissions excluded (E&OE).