

# **Telkom Product Specific Terms and Conditions**

## **PureFlex Post-paid and TopUp Plans**

Terms and conditions apply as of 1 June 2024

- Telkom Mobile Standard Terms and Conditions apply (full details can be found on https://group.telkom.co.za/about\_us/regulatory/terms-and-conditions.shtml

  These new Postpaid and TopUp mobile plans subscribed to under a company or business from Telkom will also be subject to these product-specific terms and conditions.
  - These mobile Post-paid and TopUp plans can only be accessed by individual natural persons, for Personal use in a Smartphone.
- 2. Smartphone means a mobile phone that is a handheld device and includes advanced functionality beyond making phone calls to also send e-mails, open a web-browser, different applications, connect to the web, stream video's etc.
- 3. RICA shall apply when ordering mobile services.
- 4. A Once-off SIM and connection fee will apply for all month-to-month contracts as well as a mobile deal taken over a contract period (E.g., 24-months or 36 months).
- 5. Mobile Post-paid and TopUp product offerings will be available as a new contract with either a device only and/ or on a SIM-only plan (no device included) on a month-to-month plan.
- 6. Once the mobile contract period has matured (E.g., 24-months or 36 months), the service shall continue to run on a month-to-month basis until such time that the customer decides to renew, migrate, convert, or terminate the service.
- 7. At the time of maturity of the contract (or applicable promotional period) any additional promotional data, minutes, discounts added to the contract will expire and the customer will be charged the SIM Only standard plan rates on a month-to-month tariff.
- 8. The existing Telkom mobile conversion, migration and termination business rules apply full details can be found at:
  - https://group.telkom.co.za/about\_us/regulatory/terms-and-conditions.shtml
- 9. The mobile Post-paid and TopUp plans offer can be used for personal or business or both and supports mobile number port-in.
- 10. Functionality such as Port-In shall be available to a customer taking up either of the Post-paid or TopUp plans.
- 11. All International Roaming and International calling are excluded from the discounted inclusive airtime allocated to PureFlex. Customers shall be able to use the services but will be billed outside of the inclusive discounted airtime.
- 12. International calls are excluded from the inclusive discounted airtime. Once a customer has recharged, they shall be able to make international calls and charged at the applicable international calling rates. Subject to international roaming terms and conditions.

- 13. International SMS is excluded and shall be charged at applicable rates once the customer has recharged their account.
- 14. Premium-rated services, event-based billing and ETU (emergency TopUp) will not deplete from the inclusive airtime value. Where applicable subscribers have the option to allow charges through their spend limit, or alternatively for TopUp/Hybrid subscribers may recharge their account to use the services.
- 15. All available Value-Added Services such as (FreeMe Bundle, Promo Voice Bundle, Social Bundle, Data Bundle, Voice Bundle, SMS Bundle, etc.) remain in place for customers to purchase using Telkom self-service channels.
  - a. Users will be able to purchase the available VAS using the inclusive airtime
  - b. TopUp Contract: Upon depletion of the inclusive airtime, the user may recharge the airtime and may then use it to purchase the available VAS
  - Postpaid contract: customer may purchase the above VAS through setting their spend limit
- 16. Functionalities such as Call Forward, Call Waiting, Call Barring, Airtime Transfer, etc remains in place for the mobile Post-paid and TopUp plans.
  - a. However, users cannot transfer the inclusive discounted airtime to any other number on the Telkom Network. Users may only transfer the airtime they have bought over and above the allocated inclusive airtime Only once the customer has recharged their account, will they be able to transfer airtime.
- 17. After expiry of the contract, a 30-day notice period for termination will apply for both parties, i.e., customer and Telkom.
- 18. Inclusive resources will be pro-rated, if activated during the month.

## **Airtime Validity**

- 19. The validity period of allocated airtime will expire at the end of two consecutive calendar months. Example, R150 airtime allocated on 1 April, will expire on 31 May. Therefore, any monthly allocated unused inclusive airtime value will carry over to the next month and will then be forfeited at the end of the 2nd month.
- 20. If a customer signs up in the middle of the month, the airtime will be pro-rated. And the allocated airtime validity will be current month plus 1 month thereafter.

#### **Airtime Transfer**

- 21. Subscribers on the PureFlex Post-paid and TopUp plans are not eligible to transfer the Inclusive airtime to other subscribers on the Telkom Mobile network.
- 22. Only if a subscriber recharges with airtime, will they be able to transfer airtime according to the standard airtime transfer rules.
- 23. Should a subscriber purchase any data bundles using the inclusive airtime, they shall be eligible to transfer that data to other subscribers on the Telkom Mobile network. shall be able to transfer data in the following denominations 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.

- 24. Data transfer shall be limited up to a maximum of 1GB daily transfer allowance and up to a maximum of 10GB monthly transfer allowance.
- 25. The recipient or subscriber who receives Data transfer cannot transfer that Data to another subscriber on the Telkom Mobile networks.
- 26. The data transferred will maintain the same expiry period according to the validity of the subscriber who transferred the data. The SMS notification of the Data transfer will be sent to the subscriber with the applicable expiry date.
- 27. The data transfer option shall not be permitted on promotional or campaign data such as free Telkom Mobile Data in a specific mobile deal, i.e., 20GB Free Telkom Mobile Data bundled in a mobile deal.
- 28. The subscriber shall be able to transfer data via the following channels: USSD, Telkom Portal and Telkom App.

#### **Voice Minutes**

- 29. All subscribers of PureFlex are allocated 200 On Net Minutes for free monthly.
- 30. The free minutes are valid until the end of the contract once the contract expires. Upon contract expiration Telkom will no longer allocate the Minutes.
- 31. Telkom Mobile and Telkom Fixed Voice calls (On-network) numbers exclude calls to Telkom non-geographic premium numbers, like Sharecall and Smartaccess numbers (e.g., 0862, 0861, 0860).
- 32. All non-geographic numbers to other operators shall further be excluded from the Telkom Mobile and Fixed Voice call benefit.
- 33. On-network calling (calls made to Telkom Fixed and Telkom Mobile numbers) will consume from On-network minutes first and once depleted On-network calls will consume from the available airtime. However, should the customer have purchased an all-network minutes bundle, On-Net calls will consume from that All-network minutes once the promotional On-Net minutes are depleted.
- 34. Upon the depletion of all voice minutes (whether inclusive or purchased), calls will be charged at the applicable out-of-bundle voice rate.
- 35. Once All-network minutes are depleted, On-network calling will be charged at the applicable outof-bundle voice rate.
- 36. All-Network calling will include numbers that are serviced by National Mobile Operators and Telkom non-geographic numbers, like Sharecall and Smartaccess numbers (e.g., 0862, 0861, 0860) will consume from the All-Network minutes.
- 37. Telkom shall not be liable for charges incurred where the subscriber dials non-qualifying numbers. Any other number, be it a premium rated, international, and unknown number is excluded from the product minute allowances and will be charged at the applicable rate.
- 38. Calls to Value Added Network Services licensees (hereinafter referred to as "VANS") are included in All-network calling. Telkom reserves the right to charge for VoIP calls at applicable out-of-bundle rates if abuse and/ or international bypass is detected.
- 39. All-network calling will only consume from the All-network minutes allocation, once depleted All-network calling will be charged at the applicable voice rate, it will not consume from the Telkom On-network minute allocation.

- 40. International calling is excluded from the On-network and All-network calling and shall be charged at applicable rates.
- 41. The plan benefits may only be used for personal (individual) business and personal use and cannot be used for commercial purposes.
- 42. These mobile plans are only applicable for person-to-person usage in a SmartPhone and the SIM associated with the products shall not be used for purposes of least cost routing, PBX connections, server hosting, Internet cafés, Wi-Fi hotspots, international bypasses, bulk SMS, A2P (Application-to-Person), payphones or call centres. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom Mobile shall have the right to immediately suspend the services.
- 43. Telkom shall not be held responsible for failure to access internet at locations where Telkom or its local roaming partner does not have coverage and the service experience may change from time to time.

## **Voice Minute validity**

- 44. The promotional Telkom Mobile On-Net minutes will expire at the end of the current month. Example, 200 Telkom Fixed Voice minutes allocated on 1 April will expire on 30 April.
- 45. The Voice usage notifications for shall be sent at 50%, 80% and 100% threshold depletion.

## Order of resource consumption

Data/minutes or SMS will deplete in the following order:

- 46. Any Free/Campaign/Bonus/Promotional value will be depleted 1st.
- 47. Any transferred data will be depleted next and will retain the original validity period of when it was transferred.
- 48. Included plan allowances of the original purchased mobile base plan will be depleted next.
- 49. Any recurring bundle loaded on your account or base plan (data, minutes, or SMS) will deplete next.
- 50. Any once-off bundle loaded on your account or base plan (data, minutes, or SMS) will be deleted next.
- 51. The first in first out rule applies when purchasing multiple Recurring and Once-Off data Bundles of the same denomination offer.
- 52. Airtime recharges are next, if loaded, applicable to TopUp/Hybrid Postpaid plans.
- 53. Lastly the spend limit or credit limit will apply.
- 54. International roaming, international calling, international SMS/MMS, premium-rated services, and event-based billing will not deplete from your inclusive airtime value. The out of bundle rates for these services will apply.
- 55. The out-of-bundle rates specific to PureFlex are as follows:

• Voice: R0.99 per minute

• Data: R0.49 per MB

SMS: R0.39

## **Out of Bundle redirect options**

- 56. The mobile PureFlex Post-paid customers shall be notified once the inclusive airtime has been depleted.
- 57. Should the customer have purchased any bundles, the following will apply:
  - a. Users will be directed to an out-of-bundle page once the Data bundle has been depleted, notifications shall be sent for Data bundle depletion. The subscriber shall select an option to either go out-of-bundle or purchase a data bundle.
- 58. Subscribers shall have an option via the following channels USSD, Telkom Portal and Telkom App to select one of the following options once the data has been depleted.
  - 1) Browse at Out of Bundle rates for the remainder of this month
  - 2) Always re-direct service to Out of Bundle Page
  - 3) Never re-direct, browse at Out of Bundle rates
- 59. The customer can change the selected option anytime during the month via the following channels: USSD, Telkom Portal and Telkom App.

#### General

- 60. Telkom shall be entitled to adjust the charges levied to a Customer from time-to-time as determined by Telkom, including but not limited to charges reflected under the Contract Tariff Plan(s) within a contract period i.e., fixed term agreement. Changes will be published on the Telkom.co.za website. Changes will only apply to the tariff plan.
- 61. Telkom reserves the right to amend these offerings terms and conditions, from time to time. Such amendments will be placed on Telkom's website at the following link: http://www.telkom.co.za; which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
- 62. Telkom reserves the right at any time to terminate this offer without prior notification.

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