

Telkom Business Stream Connect Product Specific Terms and Conditions

Telkom Stream Connect bundles are 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 it registered address at Telkom Park, 61 Oak Ave, Highveld.

• 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., 50/25Mbps (download speed 50Mbps, Upload speed 25Mbps).
- 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.
- 1.2.10 "Openserve Fibre Connect" refers to a specific Coverage within the Openserve footprint.

• 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.

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 Products shall be available to Business and Consumer customers.
- 3.6 The Products are available on a month-to-month contract (installation and activation costs excluded) or on a 12 (twelve) month contract (includes installation and activation costs).
- 3.7 A pro-rata amount calculated for the remainder of the contract period for installation and activation fees form part of the contract obligation with a claw back over the 12-month period should the service be terminated prior to the end of the contract.
- 3.8 A Wi-Fi-enabled Optical network terminal (ONT) will be installed at the customers premises and therefore, no additional router will be provisioned as part of the product offer.
- 3.9 Should the service be downgraded to a lower speed a fee of R100 excluding VAT will be charged.
- 3.10 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 will not be allowed to migrate to Telkom Stream Connect.
- 3.11 The provisioning of Telkom Stream Connect 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 Stream Connect bundle speeds are asymmetrical and range from 50Mbps to 500Mbps.
- 3.14 Telkom Stream Connect are the names of the products and has no reference to the product specifications.

Terms and Conditions: Telkom Stream Connect

- 3.15 Telkom internet mailbox is not included as part of the Telkom Stream Connect products but can be purchased at the standard rate as a Value-added service.
- 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 Stream Connect 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).