

## **Third Party MetroFibre SMME Product Specific Terms and Conditions**

MetroFibre SMME Fibre 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.

### **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 **"Aggregation"** typically refers to the process of combining or consolidating multiple lower-capacity connections into a higher-capacity link.
  - 1.2.2 **"Agreement"** means the Customer's application for Service(s) together with these Product Specific Terms and Conditions.
  - 1.2.3 **"GPON"** Gigabit Passive Optical Network
  - 1.2.4 **"MTTR"** Mean time to Respond.
  - 1.2.5 **"SLA"** Service level agreement.
  - 1.2.6 **"IP Voice"** refers to voice communication that is transmitted over the Internet Protocol (IP) network. In simpler terms, it involves using the same network that is used for transmitting data (like internet browsing and file transfers) to carry voice communication.

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

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

- 2.1 reside in South Africa with a valid Identity document or passport.
- 2.2 and or operate with valid business registration documents.
- 2.3 be eligible for Telkom Business 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](https://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml)

3.2. By applying for any of the products, an agreement must be signed by the customer 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, without notice at any time, for any reason which Telkom reasonably deems necessary.

3.5. The Products shall be available to Business customers only.

3.6. The Products are available on a 12-month (router and installation included) contract only.

3.7. In the event of cancellation by the Customer prior to the expiry of the 12 (twelve) month contracts, the Customer will be liable for an early termination fee calculated as follows:

Router and installation: a pro-rata amount calculated for the remainder of the contract period.

In the event of cancellation of a quote where Access Built is required, the customer will be liable for a penalty charge, depending on the work already performed. Penalties will be calculated by MetroFibre.

3.8. The provisioning of Metro Fibre SMME products are subject to infrastructure and Network coverage availability, which can be checked at <https://secure.telkom.co.za/today/ucm/>

3.9. The MetroFibre SMME product shall only be available on the existing MetroFibre national GPON network and in exclusive SMME Parks.

3.9. The service is a best effort service with a MTTR SLA of 24 business hours.

3.10. Access builds to end-user sites and/or parks are subject to a final business case approval from MetroFibre and MetroFibre reserves the right to decline any end-user, customer, park, office, free standing premises, or retail centres if the reticulation of fibre into the said premises or park is found not to be economical in MetroFibre's sole and absolute discretion.

3.11. The Broadband GPON service must be utilised lawfully, in accordance with Applicable Laws and MetroFibre's Acceptable Use Policy (a copy of which is available at [www.metrofibre.co.za](http://www.metrofibre.co.za)).

3.12. No aggregation will be allowed on the MetroFibre GPON network.

3.13. Over the top services such as IP Voice and IP Voice calling plans shall be charged at standard cost and are not included as part of the service.

3.14. MetroFibre SMME unlimited are the name of the product and has no reference to the product specifications.

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

3.16. MetroFibre SMME Unlimited 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.

3.17. Telkom internet Uncapped products are subject to Telkom internet Acceptable Use Policy (AUP) available at [https://www.telkom.co.za/about\\_us/download/TelkomInternetAUP.pdf](https://www.telkom.co.za/about_us/download/TelkomInternetAUP.pdf).

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. Access Build are limited to a build distance of 15m, and any additional trenching will be invoiced to the customer. The customer will be required to approve any additional charges prior to accepting the order.

3. 21. Errors and Omissions excluded (E&OE).