

Master Services Agreement:

Annexure H: Service Schedule – Telkom Smart Broadband Wireless v8.0.0



This Service Schedule for **Telkom Smart Broadband Wireless v8.0.0** (the “Service”) replaces all previously signed / incorporated version(s) of the Service Schedule(s) for Telkom Smart Broadband Wireless (if any) and forms part of the Master Services Agreement and Master Services Schedule. Its provisions are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this Services Schedule) bear the same meanings where used in this Service Schedule. In this Service Schedule the following words and phrases shall have the following meanings unless the context otherwise requires:

1. Telkom Standard terms and conditions apply (full details on www.telkom.co.za/terms).
2. Telkom reserves the right to amend these offerings and terms and conditions from time to time. Online Direct will give notice to each Consumer of such amendments and will place the amended terms and conditions on Online Direct’s and Telkom’s website at the following links: <http://www.telkom.co.za> ; http://www.onlinedirect.co.za/assets/od_termsandconditions.pdf which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned sites.
3. RICA shall apply.
4. A SIM and connection fee shall apply.
5. The Telkom’s SmartBroadband Wireless offers shall be available on a 24 month contract that includes an LTE Wi-Fi router.
6. Subscription to Telkom’s SmartBroadband Wireless service is subject to the availability of its LTE network coverage within the specified location and the subscriber will not be able to roam on MTN’s 3G network. A Sales agent will be able to assist you with checking if your address is in coverage or alternatively you can do it online at <http://www.telkom.co.za/coverage/>
7. The SmartBroadband Wireless service is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate, Online Direct and Telkom cannot guarantee and be held liable for lack of network coverage, reliability and throughput outside its specified LTE coverage areas.
8. Should a subscriber use his SmartBroadband Wireless service for mobility purposes Online Direct and Telkom shall not be liable for lack of LTE coverage or throughput outside of its LTE coverage areas.
9. The Telkom Internet Service is a best effort service and Telkom Internet shall not be held liable for temporary interruptions in the provision of the Telkom Internet Service.
10. 3G failover to Telkom Mobile’s 3G network is only supported on the SmartBroadband Wireless service.
11. Telkom shall endeavour to ensure that LTE coverage is available where Telkom stipulates it has LTE coverage. Online Direct and Telkom shall not, however, be held responsible for customers’ failure to access the Internet in areas that are not eligible for LTE.
12. A compatible device is required to use Telkom’s LTE services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device
13. Online Direct does not support or allow access to Telkom’s LTE voice services. Online Direct’s Cloud Voice services are available over Telkoms LTE network, these services are not included in the standard bundles.
14. Once-off and recurring data bundles will expire at the end of the next calendar month from the date of activation
15. Inclusive data bundles will expire at the end of the current calendar month
16. No carry-over shall apply to the Inclusive Data
17. Night Surfer Data shall be valid between 12am – 7am.
18. SmartBroadband Wireless subscribers shall be required to link a secondary mobile device to their plan via their My Telkom Mobile account in-order to consume the free Wi-Fi bundle which can only be consumed at a Telkom public Wi-Fi hotspot
19. Telkom’s LTE network supports downlink speeds of up to 90Mbps and uplink speeds of up to 25Mbps.
20. Subscribers will receive a LTE Wi-Fi router which supports up to 64 wireless device connections.
21. Telkom’s LTE network is supported on the 2300MHz TDD Radio frequency spectrum and the experience may vary depending on the wall thickness at your premises.
22. Online Direct and Telkom are not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of the service.
23. Online Direct and Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, or loss of information.
24. Prices are valid at date of print.
25. Upward migrations to larger packages are only permissible after 3 full calendar months from contract inception.

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- 26. Top up bundle costs: 10GB – R499
20GB – R899
50GB – R1799

27. ACCEPTABLE USE POLICY:

- 27.1 Telkom reserves the right to apply restrictions on an uncapped account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's mobile broadband network. Such restrictions include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
- 27.2 Examples of customer behaviour which compromise Telkom's network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer and news servers protocols (NNTP). In the event of such behaviours, Telkom reserves the right to terminate the account of a SmartBroadband Uncapped Wireless customer whose usage is continuously affecting Telkom's network performance.
- 27.3 In order to assist a customer to be made aware of when his or her behaviour is compromising Telkom's mobile broadband network performance, Telkom will provide to the customer such information as is practically available. Once usage is indicated as being dangerously high, Telkom reserves the right to suspend the relevant customer's usage within 24 (twenty four) hours of usage having reached such
- 28. Online Direct does not monitor web traffic unless a managed Firewall with SLA service is procured, Online Direct will at no time be able to provide information on data used or where the data was used unless a Firewall contract is included with the solution.