

Telkom Smart Devices - TERMS and CONDITIONS

1. Telkom's standard terms and conditions apply (full details at https://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml)

2. **MEANINGS OF CERTAIN WORDS AND PHRASES**

"Due date" means the date on which any amounts owed by Customer to Telkom in respect of the Telkom Services and the Selected SE, where applicable, become due and payable, and which is printed on the Invoice.

"Invoice" shall mean the notification of Charges sent to the Customer setting out all amounts due and owing to Telkom by the Customer in respect of the Telkom Services and/or where applicable, the Selected SE.

"Selected SE" means the equipment used by Customers to access, use or receive electronic communications services or the Telkom Services and as defined in section 1 of the Act, which SE is leased or purchased by the Customer from Telkom in terms of the Agreement

"Standard terms and conditions" mean the standard terms and conditions as described in this Agreement and any annexures or amendments thereto and the word "conditions" shall bear the same meaning.

"Tariff List" means the list of Charges levied by Telkom in respect of the Telkom Services and where applicable the Selected SE, as amended from time to time, and payable to Telkom by the Customer.

3. **Warranty**

3.1. TP-Link Tapo Smart Devices include but not limited to

- Smart light bulbs,
- Smart Plugs
- Smart Camera's
- Smart Vacuums
- Smart Sensors

These include a standard 12-month limited warranty against manufacturing defects and faults.

3.2. In the event of a faulty devices the customer can contact the following channels:

3.2.1. Telkom at TelkomSmart.co.za

3.2.2. TP-Link at **Phone:** 010 590 6147 or support.sa@tp-link.com

3.2.3. SMD at Returns@SMDTechnologies.com

3.3. the customer must send their POD (Proof of Delivery) with Fault.

3.4. A collection of the faulty device from Customer's provided address will be triggered.

3.5. Once the device is evaluated and deemed suitable for replacement by TP-Link, the customer will receive tracking info for the replacement device.

3.6. The device warranty will not cover the following:

3.6.1. failure of device due to excessive wear and tear beyond what is considered to be reasonable.

3.6.2. devices that were misused or neglected.

3.6.3. devices that were damaged accidentally or by Force Majeure (unforeseeable circumstances).

3.6.4. Instances where the device has been used or operated contrary to the operating and maintenance instructions outlined in the user manual.

4. **OBF (Out of Box Failure)**

4.1. Should any of the devices in the customers Tapo Device be unboxed with

4.1.1. any faulty parts

4.1.2. poor finishing

4.1.3. visible damage

4.1.4. or fail to perform due to a manufacturing defect/ poor workmanship

4.2. the Customer must log the OBF device with:

4.2.1. Telkom at TelkomSmart.co.za

4.2.2. TP-Link at Phone: 010 590 6147 or support.sa@tp-link.com

4.2.3. SMD at Returns@SMDTechnologies.com

4.3. TP-Link will then trigger a collection of the faulty device from customer's provided address.

- 4.4. Once the device is evaluated and deemed suitable for replacement by TP-Link, the customer will receive tracking info for the replacement device.
5. Faulty device or OBF must not be returned to Telkom Stores, it will not be accepted.
6. **Billing**
 - 6.1. Telkom will periodically provide the Customer, usually on a monthly basis, with an account, which constitutes a statement in respect of the Telkom Services and where applicable, in respect of the use of the Selected SE, and an Invoice for the amounts payable by the Customer. The invoice will at the Customer's election be sent by electronic means (email/MMS/etc) at no charge to the customer or by mail, which may attract reasonable additional charges.
 - 6.2. Detailed billing is available to the Customer and will be provided on request against the payment of the applicable service charge set out under the Tariff List.
 - 6.3. Where Telkom notices that there is a significant increase in call/usage charges since the Customer's last Invoice, Telkom may, at its own discretion, issue to the Customer an Invoice outside the normal billing cycle, and/or demand immediate payment of any amounts due by the Customer in respect of such Invoice.
 - 6.4. Telkom reserves the right to round a fraction of 1c (one cent) off to the nearest 5c (five) cent.
 - 6.5. The Invoice rendered by Telkom to the Customer is on the face of it, and until the contrary is proved, (prima facie) proof of the amount due by the Customer to Telkom. The Customer is, however, entitled to query or dispute any element of the Invoice in accordance with the provisions set out under clause 10 of the Telkom Standard Terms and Conditions (full details at https://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml)
 - 6.6. If Telkom determines that the disputed amount is in error, Telkom shall reverse the amount incorrectly debited, on the Customer's next Invoice. Should Telkom, however, determine and inform the Customer that the disputed amount was billed correctly, such payment together with interest at the Interest rate shall be paid by no later than the Due date of the next Invoice.
7. **Payments**
 - 7.1. The Customer is liable for the payment of all Charges as reflected in the Invoice, extraordinary Invoice or interim Invoice, as the case may be

- 7.2. All monies payable by the Customer to Telkom shall be paid at the election of the Customer by cash, by way of monthly debit order, by way of an EFT or any available payment channel, which payment by whatever mode must be made timeously on or before the Due date as set out under the Invoice, free of deduction or set-off to Telkom at its principal place of business or to Telkom's bankers, which details are stated under the Invoice.
- 7.3. Non-receipt of an Invoice by the Customer shall not be considered as a valid reason for late or non-payment
- 7.4. The Customer shall be liable and responsible for payment until payment has been received into Telkom's bank account
- 7.5. The Customer shall be in breach of this offerings agreement by cancelling any debit order without the prior written consent of Telkom or where any debit order or cheque payment is returned unpaid or stopped or should any charge card account or credit card account of the Customer be rejected. In such case Telkom will have the right to suspend the Customer's account until such arrears amounts together with interest thereon at the Interest rate have been received and paid in full.
- 7.6. The Customer may pay an Invoice by means of a credit card to the maximum amount set for a single account, as determined by Telkom from time to time.
- 7.7. Where more than one Telkom Service is provided to the Customer and the Customer is in arrears with the payment for any of these services, Telkom may use any credit balance on any of the services to set off against or to settle the amounts that are in arrears.
8. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
9. Telkom reserves the right to amend these Standard Terms and Conditions for Telkom Smart Devices cover policy at any time and it will be available on https://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml. Once updated and published on Telkom's website, it will also apply to the customers devices. It is therefore the customers responsibility to check for such publications.