

Telkom Product Terms and Conditions – Streaming Data Bundles

Preface:

Telkom Mobile Streaming bundles (Video & Music) have been developed to provide new and existing Telkom Mobile customers with affordable mobile data to stream content available from all Telkom Content Partners. The Telkom Streaming bundles can consume both video and music content from the following Content hosts who are Telkom Content Partners: YouTube (including YouTube Music), Netflix SA, Showmax & DStv Now, Apple Music, Cliff Central and Simfy Africa. Streaming bundles offer a single bundle for all Video & Music streaming purposes, provided it is via a Telkom Content partner.

General Terms and Conditions:

- These streaming Data Bundles must be read together with the Telkom Standard Terms and Conditions which are binding and may be accessed at: <u>www.telkom.co.za</u>).
- 2. Telkom reserves the right to amend the streaming Data bundles' 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.
- 3. By taking up the Streaming Bundles offer, the customer accepts the terms and conditions that govern the use of these data bundles.
- 4. Streaming data bundles shall be available to all Telkom Mobile Prepaid, Hybrid and Post-paid subscribers.
- 5. These bundles shall be available via the following channels:
 - *180#
 - My Telkom App
 - Telkom Website
 - Telkom Pay
- 6. Streaming Bundles offer streaming available on smartphones and tablets.
- 7. Streaming Bundle are accessible on Telkom Mobile network and while roaming on the network of our local roaming partner being Vodacom and MTN only.

- 8. Streaming Bundles data shall not carry over from month to month, data not used after validity period will be forfeited. For example, data included with a monthly Streaming bundle will only be valid for 31 days, any unused data after 31 days will be forfeited. Similar rules apply for Daily and Weekly bundles.
- The following Streaming Bundle data validity periods will apply: Daily Streaming data bundles shall be valid for 24 hours; Weekly Streaming data bundles shall be valid for 7 days; Monthly Streaming data bundles shall be valid for 31 days.
- 10. Telkom Mobile customers will consume Streaming Bundle data only when streaming content from a Telkom Content Partner. The following are current Telkom Content partners - You Tube (including YouTube Music), Netflix SA, Showmax & DStv Now, Apple Music, Cliff Central and Simfy Africa, any other internet streaming is excluded and will consume from the customer's normal monthly data bundle.
- 11. When Streaming Bundle data has been exhausted, customers can choose to either use data which will be consumed from normal inclusive data or top-up or buy another Streaming data bundle.
- 12. Customers can also use normal data (both inclusive as well as bolt-on) to stream content, alternatively customer can access content via the out-of-bundle data option whereby out-of-bundle rates shall apply depending on the customer's plan.
- 13. Streaming bundles will provide video streaming capped at a maximum speed of 1.5Mbps. Customer can view in the lowest quality setting within the respective Content Partner platform to maximise streaming time with the allocated data bundle.
- 14. Streaming bundle data usage notifications shall be sent to customers at 50%, 80% and 100% thresholds.
- 15. Telkom shall not be held responsible for failure to access internet at locations where Telkom and/or our national roaming partner do not have coverage and the service experience may change from time to time.
- 16. Telkom reserves the right to terminate or extend the Streaming bundle offer at any time and Telkom Content Partners may also vary as additional partners are onboarded or existing partners exit the Content partner relationship.
- 17. Telkom reserves the right to suspend the service to customers who misuse or abuse the service. Failure to adhere to these conditions shall be a breach of these product terms and conditions and Telkom shall have the right to immediately suspend the service.
- 18. Telkom reserves the right at any time to terminate this offer.
- 19. Customers hereby indemnify, release, and hold harmless Telkom and its successors, employees, officers, suppliers, contractors, agents, consultants, directors and shareholders

from and against any losses, claims, proceedings, actions, damages, liability for harm, injury or death, demands, expenses or any costs howsoever arising out of their participation in this offer.