



## TELKOM SA LIMITED WEBSITE USAGE TERMS AND CONDITIONS

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**ALL RIGHTS RESERVED. PRINTING, DOWNLOADING AND SAVING ALLOWED AS DETAILED IN CLAUSE 4.**

**THIS DOCUMENT IS ENCRYPTED TO MAINTAIN ITS INTEGRITY AND PREVENT UNAUTHORISED CHANGES.**

**IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE TELKOM WEBSITE, WEB PAGES OR ANY PART THEREOF.**

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MAY NOT USE THE TELKOM WEBSITE. REASONABLE USE OF THE TELKOM WEBSITE SHALL AUTOMATICALLY BIND THE USER TO THIS AGREEMENT.**

### 1. DISCLAIMER

*Telkom SA Limited would like to welcome you to its website. By viewing this website you hereby acknowledge that you have read and accept the following disclaimers*

#### 1.1 WEBSITE DISCLAIMER FOR TELKOM SA LIMITED

- a. Refer to the Website Disclaimer for Telkom SA Limited <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html> regarding:
  - i. information on the Telkom website <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#information>
  - ii. links to other sites <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#links>
  - iii. press releases <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#releases>
  - iv. disclosure regarding forward-looking statements <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#statements>
  - v. intellectual property <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#property>
  - vi. viruses <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#viruses>
  - vii. jurisdiction <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html#jurisdiction>

## 2. DEFINITIONS AND INTERPRETATION

- a. "the Telkom website" means the Telkom website, owned and operated by Telkom SA Limited and located at <http://www.telkom.co.za>, including any page, part or element thereof;
- b. "Telkom" means Telkom SA Limited, <http://www.telkom.co.za>, registration number 1991/005476/06, including its subsidiaries, shareholders and business units;
- c. "User" means any person who enters or uses the Telkom website, notwithstanding the fact that such a person only visits the home page of the Telkom website;
- d. References herein to the singular includes the plural and vice versa; and
- e. Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the Electronic Communications and Transactions Act, Act No. 25, 2002, (ECT Act). The relevant Act may be downloaded in PDF format from the South African Government Information web site <http://www.gov.za/> on the relevant web link (<http://www.info.gov.za/view/DownloadFileAction?id=68060>), and recent developments which updated the original document may be viewed at [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)
- f. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.
- g. Telkom's Standard Terms and Conditions for the provision of Public Switched Telecommunications Services, the Abridged Conditions of Contract and Telkom's Code of Practice are available on the following links:
  - i. **Telkom's Standard Terms and Conditions for the provision of Public Switched Telecommunication Services -**  
[http://www.telkom.co.za/general/termsandconditions/downloads/complete\\_standard\\_telkom\\_terms&conditions.pdf](http://www.telkom.co.za/general/termsandconditions/downloads/complete_standard_telkom_terms&conditions.pdf)
  - ii. the "**Abridged Conditions of Contract**" --  
[http://www.telkom.co.za/general/termsandconditions/downloads/abbrdcon\\_1a\\_orderf\\_\(electronic\).doc](http://www.telkom.co.za/general/termsandconditions/downloads/abbrdcon_1a_orderf_(electronic).doc)
  - iii. the **Code of Practice -**  
[http://www.telkom.co.za/general/termsandconditions/downloads/standard/Code\\_of\\_Practice.pdf](http://www.telkom.co.za/general/termsandconditions/downloads/standard/Code_of_Practice.pdf)
- h. Certain pages, products or services are subject to their own set of terms and conditions and such terms and conditions available on the Telkom website are deemed to be included and form part of these terms and conditions.

## 3. GENERAL

- a. Telkom is South Africa's leading integrated communications operator. It provides wire line and wireless services throughout South Africa and has extended its wireless services to other African countries.
- b. Further information is to be found on the company profile – [http://www.telkom.co.za/about\\_us/company\\_profile.html](http://www.telkom.co.za/about_us/company_profile.html).

## 4. ALLOWED USE AND LICENSE

- a. TELKOM LICENSES THE USER TO VIEW, DOWNLOAD, SAVE AND PRINT THE CONTENT of the Telkom website, provided that such content is used for private, personal, educational and / or non-commercial purposes only or to view, download, save and print this Website Terms and Conditions for legal and / or evidential purposes as detailed in section 11(3) of the Electronic Communications and Transactions Act, Act No. 25, 2002, (ECT Act). The relevant Act may be downloaded in PDF format from the South African Government Information web site <http://www.info.gov.za/> on the relevant web link (<http://www.info.gov.za/view/DownloadFileAction?id=68060>), and recent developments which updated the original document may be viewed at [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)

- b. Content from the Telkom website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Telkom, which consent Telkom may withhold at its sole and absolute discretion.
- c. Users may only access, browse and use the Telkom website for legitimate personal or commercial purposes and may not use the Telkom website or any Telkom services and / or products for:
  - i. Harmful purposes;
  - ii. Illegal purposes;
  - iii. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and / or
  - iv. The creation, storage and sending of unsolicited commercial communications.
- d. The caching of the Telkom website shall only be allowed if:
  - i. The purpose of the caching is to make the onward transmission of the content from the Telkom website more efficient,
  - ii. The cached content is not modified in any manner whatsoever,
  - iii. The cached content is updated at least every 12 (twelve) hours, and,
  - iv. The cached content is removed or updated when so required by Telkom.
- e. **IF ANY USER USES CONTENT FROM THE TELKOM WEBSITE IN BREACH OF THE PROVISIONS DETAILED HEREIN:**
  - i. Telkom reserves the right to claim damages from the User,
  - ii. Telkom reserves the right to institute criminal proceedings against the User, and,
  - iii. Telkom shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- f. Hyperlinks to the Telkom website from any other source shall be directed at the home page of the Telkom website. Links beyond the Telkom home page may only be used with Telkom's prior written consent.
- g. Telkom shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Telkom website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Telkom website. Persons that wish to link to pages beyond the home page of the Telkom website without Telkom's prior written consent shall do so at their own risk and indemnify Telkom against any loss, liability or damage that may result from the use of such hyperlinks. Telkom's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
- h. Users may quote small and reasonable amounts of content available from the Telkom website and only if such a quote is placed in inverted commas and acknowledged.
- i. No person may, without the prior written consent of Telkom, frame the Telkom website in any manner whatsoever.
- j. Apart from bona-fide search engine operators and use of the search facility provided on the Telkom website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Telkom website for any purpose whatsoever, without the prior written consent of Telkom.
- k. E-mail addresses, names, telephone numbers and fax numbers published on the Telkom website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Telkom website may be used to

communicate unsolicited communications to Telkom and all rights detailed in section 45 of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) are reserved.

- I. All licenses and / or permissions granted in terms of this clause 4 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Telkom at any time without prior notice or reasons.

## 5. INTELLECTUAL PROPERTY RIGHTS

- a. All intellectual property on the Telkom website, including but not limited to content, trademarks, logos, pictures, video downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Telkom and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in the clause 4 -ALLOWED USE AND LICENSE, all other rights to intellectual property on the Telkom website are expressly reserved.
- b. No person may use the intellectual property, i.e. logos, icons or trade marks, from the Telkom website as hyperlinks or for other purposes without Telkom's prior written consent.

## 6. SOFTWARE AND EQUIPMENT

- a. It is the responsibility of the User to acquire and maintain, at his / her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Telkom website and / or download content from the Telkom website.

## 7. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

- a. ***These terms and conditions as well as product and / or service specific terms and conditions govern the sale of goods and / or the provision of services from or through the Telkom website. .***
- b. Access to the services, content, software and downloads available from the Telkom website may be classified as “electronic transactions” as defined in terms of the Electronic Communications and Transactions Act, Act No. 25 of 2002, - (ECT Act). The relevant Act may be downloaded in PDF format from the South African Government Information web site <http://www.info.gov.za/> on the relevant web link (<http://www.info.gov.za/view/DownloadFileAction?id=68060>), and recent developments which updated the original document may be viewed at [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/). Therefore Users have the rights detailed in Chapter 7 of the [ECT Act](http://www.acts.co.za/ect_act/) - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - and Telkom has, amongst others, the duty to disclose the following information:
  - i. **The full name and legal status of the website owner:** Telkom SA Limited, - <http://www.telkom.co.za/> - registration number 1991/005476/06.
  - ii. **Directors:** - Board of Directors - <https://secure1.telkom.co.za/ir/management/board-of-directors.html>
  - iii. **Street address:** Telkom Towers North, 152 Proes Street, Pretoria, 0002, South Africa.
  - iv. **Postal address:** Private Bag X260, Pretoria, 0001, South Africa.
  - v. **Physical address for receipt of legal service:** Telkom Towers North, 152 Proes Street, Pretoria, 0002, South Africa.
  - vi. **Main business:** Telecommunications services provider. The Overview provides a summary of the Business - <https://secure1.telkom.co.za/ir/overview/our-customers/telkom-business.html>
  - vii. **The website address of the Telkom website** is: <http://www.telkom.co.za> – <http://www.telkom.co.za>
  - viii. **The official e-mail address of the Telkom website** is: [webmaster@telkom.co.za](mailto:webmaster@telkom.co.za) – <mailto:webmaster@telkom.co.za> or <http://www.telkom.co.za/emailcontact/feedBackForm.htm>

- ix. **Membership of self-regulatory or accreditation bodies:** ICASA (The Independent Communication Authority of South Africa - [www.icasa.org.za](http://www.icasa.org.za)).
- x. **Codes of conduct to which Telkom subscribes:**
  - 1. **Code of Practice –**  
[http://www.telkom.co.za/general/termsandconditions/downloads/standard/Code\\_of\\_Practice.pdf](http://www.telkom.co.za/general/termsandconditions/downloads/standard/Code_of_Practice.pdf)
  - 2. **Business Code of Ethics -** <https://secure1.telkom.co.za/ir/operations/business-code-of-ethics/business-code-of-ethics.html>
- xi. **The Manual, published in terms of the Promotion of Access to Information Act, Act 2 of 2000**, [available online at <http://www.info.gov.za/view/DownloadFileAction?id=68186> and for which the amendments listed on <http://www.acts.co.za> may be viewed at [http://www.acts.co.za/prom\\_of\\_access\\_to\\_info/index.htm](http://www.acts.co.za/prom_of_access_to_info/index.htm)] **by the owner of the Telkom website** may be downloaded from:
  - 1. <http://www.telkom.co.za/app/paia/index.html#manual>
  - 2. **also refer to the Telkom corporate disclosure policy:**  
[http://www.telkom.co.za/about\\_us/corporate\\_governance/disclosure\\_policy/disclosure\\_policy.html](http://www.telkom.co.za/about_us/corporate_governance/disclosure_policy/disclosure_policy.html)
- xii. **Management:** - <https://secure1.telkom.co.za/ir/management/executive-committee.html>
- xiii. **Description of goods and / or services:**  
<http://business.telkom.co.za/enterprise/all-products/index.html> AND  
<http://residential.telkom.co.za/all-products/index.html>

## 7.1 The costs

- a. **The costs associated with the access and use of content, products and services available on the Telkom website** are as follows:
  - i. **General website content – free;**
  - ii. **Products: Listing:** (click on the individual product and / or service and follow the links to detailed cost description)  
<http://business.telkom.co.za/enterprise/all-products/index.html> AND  
<http://residential.telkom.co.za/all-products/index.html>
  - iii. **Products: Pricing:** detailed price information is available as hyperlinks from product pages.
  - iv. **Services: Listing:**  
<http://business.telkom.co.za/enterprise/all-products/index.html> AND  
<http://residential.telkom.co.za/all-products/index.html>
  - v. **Services: Pricing:** <http://www.telkom.co.za/general/pricelist/index.html>
  - vi. **Online services: Listing: Apply Direct –** <http://www.telkom.co.za/app/webleads/>
  - vii. **Online services: Listing: Application forms to Download –**  
<http://www.telkom.co.za/general/customercentre/index.html>
  - viii. **Online services: Listing: Number changes –** <http://www.telkom.co.za/app/numberchanges/>
  - ix. **Online services: Listing: Online telephone accounts –**  
[http://www.telkom.co.za/general/customercentre/billing/online\\_bill/online\\_bill.html](http://www.telkom.co.za/general/customercentre/billing/online_bill/online_bill.html)
  - x. **Online services: Listing: Price list -** <http://www.telkom.co.za/general/pricelist/index.html>

- xi. **Online services: Listing: SmartMoves** – <http://residential.telkom.co.za/value-added-services/voice/call-feature-bundles/smartmoves/index.html>
  - xii. **Online services: Listing: PrepaidFone calculator** – <https://secure1.telkom.co.za/app/calculators>
  - xiii. **Online services: Listing: Online fault reporting** – <http://www.telkom.co.za/general/customercentre/faults.html>
  - xiv. **Online services: Listing: Meter Pulse Information (MPI)** – <http://www.telkom.co.za/mpi/>
  - xv. **Online services: Listing: Tariff calculator** – <https://secure1.telkom.co.za/app/calculators>
  - xvi. **Online services: Listing: Time difference calculator** – <https://secure1.telkom.co.za/app/timedifferencecalculator>
  - xvii. **Online services: Pricing - Generally free, unless otherwise indicated on service page.**  
<http://www.telkom.co.za/common/onlineservices/index.html>
- b. **Access to some services is restricted** to Users who are Telkom customers and / or Users who completed service specific registration procedures and / or activated their Telkom accounts, as the case may be.
  - c. **Manner of payment:** Telkom will periodically provide the customer with an account that constitutes a statement of the services rendered and an invoice for the amounts payable by the customer. The account will contain information of the various payment options that the customer may use to pay the relevant account.
  - d. **Special terms related to certain goods and / or services:** from the main product page click on the individual product and / or service and click on the reference to associated terms.  
<http://business.telkom.co.za/enterprise/all-products/index.html> AND  
<http://residential.telkom.co.za/all-products/index.html>

## 7.2 Access to, saving and printing of terms:

- a. Documents relating to the terms and conditions of use of the Telkom website and to products or services may be in either PDF or in HTM format.
- b. PDF is the Portable Document Format which is an open standard for document exchange that preserves the text, fonts, images, and 2D or 3D vector graphics in the documents independent of the environment in which they were created or the environment in which they are viewed or printed.
- c. HTML is the standard hyper text markup language used for documents on the World Wide Web, in which tags are used to indicate how Web browsers should display page elements such as text and graphics and how to respond to user actions.
- d. To view PDF files, an Adobe PDF viewer is required. The Adobe Reader® is available for free download from [www.adobe.com](http://www.adobe.com) on the following link <http://get.adobe.com/reader/>
- e. To view HTML files use a web browser. The files have been designed to function with Microsoft Internet Explorer 6x and 7 or later, and Netscape 7X or later and Firefox 1.5 or later.
- f. If fonts do not display correctly, change the viewing format from Western European and North America (Windows) to Unicode (utf-8).
- g. The content may be saved by using either the “save as” or the “print” options provided in the file reader. Alternatively, view the document and make use of the copy and paste special (unformatted text) options to save the content to another format, with user defined styles in the destination file, such as into a Microsoft Word (.doc) or (.docx) document.

### 7.3 Dispatch and delivery

- a. Upon conclusion of a transaction, a **pop-up notice** informs Users of the applicable dispatch and delivery time frames and procedures.
- b. The manner and period within which Users may access and maintain a full **record of transactions**: a full record of each transaction shall be disclosed to the User and Users are encouraged to print and / or save this information. Transaction records will also be disclosed to Users on request for a limited period from the date of the transaction.

### 7.4 Return, refund and exchange policy

- a. The applicable policy related to specific products is detailed on the product page (available from the main products page: <http://business.telkom.co.za/enterprise/all-products/index.html> AND <http://residential.telkom.co.za/all-products/index.html>) and / or in the associated product specific terms <http://www.telkom.co.za/general/termsandconditions/index.html>.

### 7.5 Duration of agreement

- a. The minimum duration of transactions and / or periods are detailed on the product page (available from the main products page: <http://business.telkom.co.za/enterprise/all-products/index.html> AND <http://residential.telkom.co.za/all-products/index.html>) and / or in the associated product specific terms <http://www.telkom.co.za/general/termsandconditions/index.html>.

### 7.6 Alternative dispute resolution

- a. Subject to urgent and / or interim relief, all disputes regarding:
  - i. access to the Telkom website,
  - ii. the inability to access the Telkom website,
  - iii. the services and content available from the Telkom website; or
  - iv. these terms and conditions,
- b. shall be referred to arbitration in terms of the **expedited rules of The Arbitration Foundation of Southern Africa** - <http://www.arbitration.co.za/> -and such arbitration proceedings shall be conducted in Pretoria in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of The Arbitration Foundation of Southern Africa may be downloaded from the following website: The Arbitration Foundation of Southern Africa - <http://www.arbitration.co.za>

### 7.7 Cooling-off period

- a. Users may return goods or services within 7 (seven) days as detailed in section 44 of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - and only if such goods or services are not detailed in section 42.(2) of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)

### 7.8 Beginning of service

- a. Access to the User's premises for the installation of goods and / services and / or remote activation of goods and / or services by Telkom, shall be regarded as consent by the User as required by the provisions of section 42(2)(d) of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - which is also found on the South African Government Information web site <http://www.info.gov.za/>

### 7.9 Time and place of contracting and nature of information on the Telkom website

- a. The time and place data messages such as email communications between the User and Telkom are deemed to have been sent and received and the location from which such data messages originate are governed by the provisions of clause "AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT", (clause 17), hereunder;

- b. The information, goods and / or services advertised on the Telkom website are NOT an offer but merely an invitation to do business;
- c. By selecting goods and / or services and by submitting the necessary payment and / or delivery information, the User makes an offer to Telkom, which offer may be accepted and / or declined at Telkom's sole and absolute discretion;
- d. A binding agreement between the User and Telkom for the sale of goods or the provision of services is only concluded upon Telkom's acceptance of the User's offer detailed in clause **7.9.c** above;
- e. Telkom's acceptance or refusal of an offer will be communicated to the User within a reasonable time from receipt of the User's offer by Telkom;
- f. Although the time and place the agreement detailed herein are concluded are governed by clause "AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT", (**clause 17**), hereunder, the time and place of the contracting of the agreements for the sale of goods and / or the provision of services (as advertised on the Telkom website) are governed by this clause **7.9** and shall be deemed to have been concluded in Pretoria; and,
- g. Telkom may refuse an offer if the User, amongst others, fails to meet the conditions of Telkom's credit referencing procedure.

## **7.10 Complaints concerning the Telkom website**

- a. Users may lodge complaints concerning the Telkom website with Telkom at [webmaster@telkom.co.za](mailto:webmaster@telkom.co.za) – <mailto:webmaster@telkom.co.za> or <http://www.telkom.co.za/emailcontact/feedBackForm.htm>

## **8. CHANGES AND AMENDMENTS**

- a. Telkom reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:
  - i. change these terms and conditions;
  - ii. change the content and / or services available from the Telkom website;
  - iii. discontinue any aspect of the Telkom website or service(s) available from the Telkom website; and / or
  - iv. change the software and hardware required to access and use the Telkom website.

## **9. PRIVACY**

- a. **Telkom shall take all reasonable steps to protect the personal information of Users** and for the purpose of this clause, "personal information" shall be defined as detailed in the **Promotion of Access to Information Act, Act 2 of 2000**. [The PAIA Act is available online at <http://www.info.gov.za/view/DownloadFileAction?id=68186> and the amendments listed on <http://www.acts.co.za> may be viewed at [http://www.acts.co.za/prom\\_of\\_access\\_to\\_info/index.htm](http://www.acts.co.za/prom_of_access_to_info/index.htm)]
- b. **Telkom may electronically collect, store and use the following personal information of Users:**
  - i. name and surname;
  - ii. identity number;
  - iii. passport number;
  - iv. Telkom account number;
  - v. postal area code
  - vi. street address;



- vii. postal address;
  - viii. title;
  - ix. contact numbers;
  - x. non-personal browsing habits and click patterns;
  - xi. e-mail address;
  - xii. IP address; and / or
  - xiii. User selected username and password.
- c. Telkom collects, stores and uses the abovementioned information for the following purposes:
- i. to communicate requested information to the User;
  - ii. to provide services to the User as requested by the User;
  - iii. to authenticate the User;
  - iv. to provide the User with access to restricted pages on this website; and
  - v. to compile non-personal statistical information about browsing habits, click-patterns and access to the Telkom website.
- d. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings. For purposes of this clause, a cookie means a small computer file created by a web browser to save user information for web site.
- e. Telkom may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- i. Telkom shall not disclose personal information from Users unless the User consents thereto;
  - ii. Telkom shall disclose personal information without the User's consent only through due legal process; and
  - iii. Telkom may compile, use and share any information that does not relate to any specific individual.
- f. Telkom owns and retains all rights to non-personal statistical information collected and compiled by the Telkom.

## **10. HYPERLINKS TO THIRD PARTY SITES**

- a. Telkom may provide hyperlinks to websites not controlled by Telkom ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and / or services of such target sites.
- b. Telkom does not editorially control the content, products and / or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

## **11. SECURITY**

- a. Telkom shall take all reasonable steps to secure the content of the Telkom website and the information provided by and collected from Users from unauthorised access and / or disclosure. However, Telkom does not make any warranties or representations that content shall be 100% safe or secure.
- b. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - and the requirements for a valid electronic invoice issued by the South African Revenue Service from time to time, if applicable, Telkom is under no legal duty to

encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Telkom website.

- c. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Telkom website or the server and computer network that support the Telkom website.
- d. Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Telkom website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Telkom harmless against any and all liabilities, damages, risks and losses that Telkom and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.
- e. Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Telkom website and Telkom reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- f. Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and / or incurred by Telkom and its partners / affiliates due to or related to these illegal actions.

## **12. DISCLAIMER AND LIMITATION OF LIABILITY**

- a. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - if applicable, and as far as allowed by law, Telkom (including its shareholders, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
  - i. access to the Telkom website;
  - ii. access to websites linked to the Telkom website;
  - iii. inability to access the Telkom website;
  - iv. inability to access websites linked to the Telkom website;
  - v. content available on the Telkom website;
  - vi. services available from the Telkom website;
  - vii. products available from the Telkom website;
  - viii. downloads and use of content from the Telkom website; and / or
  - ix. any other reason not directly related to Telkom's gross negligence.
- b. Telkom website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the Telkom, that the content available from and through the Telkom website meet the User's individual requirements and is compatible with the User's computer hardware and / or software.
- c. Information, ideas and opinions expressed on the Telkom website should not be regarded as professional advice or the official opinion of Telkom, and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Telkom website.
- d. Telkom does not make any warranties or representation that content and services available from the Telkom website shall in all cases be true, correct or free from any errors. Telkom shall take all reasonable steps to ensure the quality and accuracy of content available from the Telkom website.

- e. Telkom does not make any warranties or representations that the Telkom website shall be available at all times. Users acknowledge that the Telkom website may be unavailable due to updates or other causes beyond the reasonable control of Telkom, including, but not limited to virus infection, unauthorised access (hacking), power failure or other “acts of God”.

### **13. COMMENTS**

- a. Telkom does not edit or scan comments posted by the User or e-mails from the User to Telkom or the Telkom website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings.
- b. Users use the forum service at their own risk and indemnify Telkom against any liability, loss and / or damage resulting from a User’s postings.

### **14. REMOVAL AND CORRECTION OF CONTENT**

- a. Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and / or harmful content available from the Telkom website to Telkom and Telkom undertakes to correct and / or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

### **15. INTERCEPTION OF COMMUNICATIONS**

- a. Subject to the provisions of the Regulation of Interception of Communications and Provision of Communication-related Information Act, Act 70 of 2002 (RIC), the User agrees to Telkom’s right to intercept, block, filter, read, delete, disclose and use all communications (including all “data messages” as defined in the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)) sent or posted by the User to the Telkom website, its staff and employees. The RIC Act may be downloaded from: <http://www.info.gov.za/acts/2002/a70-02/>. There is also a copy on the <http://www.acts.co.za> web site at [http://www.acts.co.za/ric\\_act/regulation\\_of\\_interception\\_of\\_communications\\_and\\_provision\\_of\\_communication\\_related\\_information\\_act\\_2002.htm](http://www.acts.co.za/ric_act/regulation_of_interception_of_communications_and_provision_of_communication_related_information_act_2002.htm)
- b. The User agrees and acknowledges that the consent provided by the User in clause 15.a satisfies the “writing” requirement as detailed in the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/) - and the RIC Act - <http://www.info.gov.za/acts/2002/a70-02/>.

### **16. ENTIRE AGREEMENT AND SEVERABILITY**

- a. These terms and conditions constitute the entire agreement between Telkom and the User and shall take precedent over any disclaimers and / or legal notices attached to any communications and / or postings received by Telkom from the User.
- b. Any failure by Telkom to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- c. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

### **17. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

- a. The User and Telkom agree that:
  - i. the User shall be bound to these term and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the Telkom website for the first time;
  - ii. data messages (as defined in the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)) addressed by the User to Telkom shall only be deemed to have been received if and when responded to or when receipt is acknowledged. Notwithstanding section 23(1)(b) of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/), Telkom shall not be deemed to have received a data message if such data messages are blocked and / or filtered and / or destroyed by Telkom’s content filtering and virus security systems;

- iii. data messages (as defined in the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)) addressed to the User by Telkom shall be deemed to be received by the User as detailed in section 23(1)(b) of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/);
- iv. data messages (as defined in the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)) addressed to the User by Telkom shall be deemed to be sent from the location(s) as detailed in section 23(1)(c) of the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/);
- v. data messages (as defined in the ECT Act - [http://www.acts.co.za/ect\\_act/](http://www.acts.co.za/ect_act/)) addressed by the User to Telkom shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa; and
- vi. electronic signatures, encryption and / or authentication are not required for valid electronic communications between the User and Telkom.

## 18. INVESTOR RELATIONS – DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

- a. Many of the statements included on the Telkom website (“this website”) or documents accessible from this website, include or are based on forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, specifically Section 21E of the U.S. Securities Exchange Act of 1934, as amended.
- b. All statements, other than statements of historical facts, including, among others, statements regarding the description of Telkom’s future financial position and operations, plans, strategies, objectives, capital expenditures, projected costs and anticipated cost savings and financing plans, as well as projected levels of growth in the communications market, are forward-looking statements. Forward-looking statements can generally be identified by the use of terminology such as "may", "will", "expect", "intend", "plan", "project", "estimate", "anticipate", "believe", "hope", "can", "is designed to" or similar phrases, although the absence of such words does not necessarily mean that a statement is not forward-looking.
- c. Telkom's actual future results or outcomes could differ materially from these forward-looking statements. These forward-looking statements involve a number of risks and uncertainties. Telkom cautions Users not to place undue reliance on these forward-looking statements.
- d. For further details, refer to the Investor Relations portion of the Telkom website, under the “About Us” options, and the Website Disclaimer for Telkom SA Limited which may be viewed on the following link: - <https://secure1.telkom.co.za/ir/disclaimer/disclaimer.html>. **This document is an integral part relative to the use of this website, and disclosure of information obtained here,** as further defined in Clause 1 of this website Terms and Conditions.

## 19. APPLICABLE AND GOVERNING LAW

- a. The Telkom website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to the expedited rules of the Arbitration Foundation of Southern Africa – refer to **Alternative dispute resolution**, listed in Clause 7.6 of this Website Terms and Conditions - the South African law enforced by the South African courts governs the use or inability to use the Telkom website, its content, services, products and these terms and conditions.

## 20. LEGAL COSTS

- a. Telkom shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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**END**