



TELKOM INTERNET TERMS AND CONDITIONS

Version Date: 19 April 2013

1. INTRODUCTION

1.1 These terms and conditions, as amended by Telkom from time to time, are applicable to the provision and use of the Telkom Internet Service which is provided by Telkom to Customers. The Telkom Internet Service is provided by Telkom in terms of, and subject to:

- 1.1.1 the ECA;
- 1.1.2 Telkom's ECS licence issued in terms of the ECA;
- 1.1.3 these terms and conditions;
- 1.1.4 the Telkom Internet AUP; and
- 1.1.5 the Telkom Internet Service Level Agreement.

1.2 In the event of a conflict arising between the provisions of any of the above documents, the following order of precedence shall apply:

- 1.2.1 the provisions of the ECA shall first prevail; and thereafter
- 1.2.2 the provisions of Telkom's ECS licence shall prevail; and thereafter
- 1.2.3 the provisions of the Telkom Internet SLA shall apply; and thereafter
- 1.2.4 these terms and conditions shall apply; and thereafter
- 1.2.5 the provisions of the Telkom Internet AUP shall apply.

2. INTERPRETATION

2.1 In these terms and conditions, unless inconsistent with or otherwise indicated by the context, the following words and terms shall have the meanings ascribed to them below:

- 2.1.1 Activation: means the processes undertaken by Telkom to enable a Customer to access the Internet and send and receive data and electronic mail, by making use of the Telkom Internet Service;
- 2.1.2 Activation Date: means the date on which Activation takes place;
- 2.1.3 AUP: means the Telkom Internet Acceptable Use

Policy located at www.telkom.co.za/general/termsand-conditions/downloads/TelkomInternetAUP.pdf;

2.1.4 Business Day: means any day between 07:00 and 16:30, other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

2.1.5 Cap: means a limit on the amount of Shaped/Unshaped Data Usage, measured in MB or GB, which the Customer can upload or download during a specific calendar month without having to purchase additional data, as determined by the terms of the Telkom Internet Service;

2.1.6 Post-Paid Data: means an alternative Data Top-Up function whereby a Customer can consume out-of-bundle data which shall be charged for on the Customer's Telkom invoice;

2.1.7 Concurrent Session: means the existence of multiple open ports per username or account at any given time;

2.1.8 Customer: means a person who has applied for a Telkom Internet Service and who receives such service from Telkom pursuant to an application, and shall also include an applicant for a Telkom Internet Service;

2.1.9 Top-Up: means the additional amount of Data Usage which may be purchased by a Customer in respect of the Telkom Internet Service during a specific calendar month;

2.1.10 Data Usage: means the volume of electronic data that can be uploaded or downloaded by a Customer through the use of the Telkom Internet Service, measured in MB or GB;

2.1.11 ECA: means the Electronic Communications Act, 36 of 2005;

2.1.12 ECS: means Electronic Communications Service as defined in the ECA;

2.1.13 ECNS: means Electronic Communications Network Service as defined in the ECA;



2.1.14 GB: means gigabytes, which is the measurement of data transfer capacity, calculated as: 1024 x 1024 x 1024 bytes equals 1 GB;

2.1.15 MB: means megabyte, which is the measurement of data transfer capacity, calculated as: 1024 x 1024 bytes equals 1 MB;

2.1.16 In-bundle; means usage, bandwidth or storage within a usage limit communicated to the customer in the product definition;

2.1.17 International Data: means data used to access international Internet protocol addresses;

2.1.18 IP Address: the Internet protocol address of a device connected to the Internet;

2.1.19 Out-of-bundle: means usage, bandwidth or storage usually metered outside of the usage limit communicated to the customer in the product definition. Out of bundle services may be subject to metering and charging specified in each product definition.

2.1.20 Shaped Data means International Data in respect of which prioritisation is applied to protocols used over the Internet.

2.1.21 Soft Capped Internet Usage Product: refers to a metered usage service with a customer selected usage limit, usually in GB. Once the soft cap has been reached, the internet speed will be throttled to a proportion of the ADSL port speed. Bandwidth intensive websites and / or protocols, namely peer-to-peer protocols and websites with video streaming will be significantly restricted.

2.1.22 Telkom: means Telkom SA SOC Limited, a listed company duly incorporated in the Republic of South Africa, with registration number 1991/05476/06 and with its registered office at Telkom Towers North, 152 Johannesburg (previously known as Proes) Street, Pretoria;

2.1.23 Telkom Internet Service Charges: means the amount(s) levied for the provisioning of the Telkom Internet Service;

2.1.24 Telkom Internet Service: means a Telkom service consisting of those Telkom Internet Service Offerings as

contained in the relevant application for such service and provided under and in terms of Telkom's ECS licence and these terms and conditions;

2.1.25 Telkom Internet Service Offerings: means internet access, e-mail, domain name and web hosting services, provided by Telkom under and in terms of its ECS licence and these terms and conditions;

2.1.26 Telkom Internet SLA: means the Telkom Internet Service Level Agreement with web site <http://www.telkom.co.za/general/termsandconditions/index.html>

2.1.27 Telkom Internet Website means the website with address, namely www.do.co.za for home users and www.telkom.co.za/businessbroadband for business customers;

2.1.28 Uncapped Internet Usage Product: means a service provided without a predetermined usage cap, subject to the Fair Usage Policy clause of the Telkom Internet Acceptable Use Policy;

2.1.29 Unshaped Data: Usage that is not subject to shaping technologies but usage that is prioritised within the overall pool of usage data from Telkom Internet to ensure maximum throughput and minimal latency.

2.2 The clause headings in these terms and conditions are for the purpose of convenience only and shall not be taken into account in the interpretation of, nor modify, these terms and conditions. Unless inconsistent with, or a contrary intention clearly appears from the context, words importing any reference to a gender includes the other genders, any reference to the singular includes the plural and vice versa, and any reference to natural persons includes legal persons and vice versa.

2.3 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2.4 Words and expressions defined in any clause or sub-clause shall, for the purposes of that clause or sub-clause, bear the meaning assigned to such words and expressions in that clause or sub-clause.

2.5 Where any period of days or Business Days is to be calculated from a particular day in terms of these terms and conditions, such period shall be calculated



as excluding such particular day and commencing on and including the day or Business Day thereafter. If the aforesaid calculation pertains to days, and the last day falls on a day which is not a Business Day, the last day shall be the next succeeding Business Day.

2.6 No rule of construction shall be applied to the disadvantage of a party because that party was responsible for or participated in the preparation of these terms and conditions or any part of it.

3. ACTIVATION AND PROVISIONING OF THE TELKOM INTERNET SERVICE

3.1 Subject to clause 3.2 below, Telkom will activate the Telkom Internet Service on the date of application, unless a Customer requests a specific Activation Date.

3.2 In the event that Telkom provides a Customer with an Activation Date as contemplated in clause 2.1.2 above and Activation does not take place by such Activation Date, Telkom shall not be liable for any damages, costs or expenses whatsoever incurred or suffered by a Customer or any third party as a result of any failure by Telkom to activate the Telkom Internet Service by the Activation Date.

3.3 In the event that a Customer cancels his application for the Telkom Internet Service before the Activation Date, the Customer shall be liable for any abortive costs.

3.4 Telkom shall not incur liability for any failure of a Customer to access his Telkom Internet account in the event that the Customer did not arrange for a suitable access medium.

3.5 The Customer shall be responsible for the provisioning, configuration and maintenance of all of the Customer's equipment, including (without limitation) computer hardware equipment, electronic communications equipment and modems necessary and required by the Customer to use the Telkom Internet Service, and specifically the installation of Internet security software.

3.6 The Customer shall bear sole responsibility for the installation of Internet security software.

3.7 The Telkom Internet Service is a best effort service and Telkom Internet shall not be held liable for tem

porary interruptions in the provision of the Telkom Internet Service.

4. CREDIT CHECKS AND CUSTOMER INFORMATION

4.1 When a Customer applies for the Telkom Internet service, upon request by Telkom, the Customer will provide Telkom with the Customer's full names, identity number, residential, business and postal address, a certified copy of the Customer's identity document, a deposit or guarantee and, if the Customer is a legal entity, a certified copy of the Customer's business letterhead.

4.2 Subject to clauses 4.3, 4.4 and 4.5 below, a Customer's personal information shall be kept confidential.

4.3 Upon application by a Customer for the Telkom Internet Service and / or at any time during the Customer's use of the Telkom Internet Service, Telkom reserves the right to verify a Customer's history with any credit bureau and to provide any of a Customer's personal information to a credit bureau for this purpose.

4.4 In the event of suspension of the Telkom Internet Service in terms of clause 12 or termination of the Telkom Internet Service in terms of clause 13 of these terms and conditions, Telkom reserves the right to use the Customer's personal information for purposes of collection of any / all outstanding monies due to Telkom.

4.5 Customer information may be used to send promotional material and for marketing and advertising purposes. The Customer may however opt out of this clause 4.5 at any time by giving Telkom written notice of his choice to opt out.

5. TELKOM INTERNET SERVICE OFFERINGS

The different Telkom Internet Service Offerings and the relevant charges are set out on the Telkom Internet Website. The Telkom Internet Service Offerings and charges may be amended by Telkom from time to time.

5.1 Uncapped Internet Services

Telkom Internet Uncapped Internet Service are priori-



tised for either or home and business customer use. The mechanism to ensure that the impact on the quality and bandwidth pool is managed is presented by the Telkom Internet Acceptable Use Policy.

5.2 Soft Capped Internet Services

Internet access shall be made available subject to the Soft Cap applicable to the relevant Telkom Internet Service as well as the considerations set out hereunder:

5.2.1 Data Usage

- a) Subject to clause 5.2.2 below, Telkom Internet Soft Capped Service Offerings include Shaped or Unshaped Data
- b) Data usage is counted from the first to the last day of every calendar month.
- c) Notwithstanding the contents of clause 5.2.1(a) above, a Customer can reach the Cap through Data Usage consisting of Shaped or Unshaped Data.
- d) Subject to clause 5.2.2 below, once a Customer has reached the Cap, the Customer's Internet Service will be converted to soft capped internet usage mode.

5.2.2 Internet access

- a) When a Customer has reached the predetermined usage cap limit, the Customer will by default be converted to soft capped internet usage mode.
- b) Should a Customer wish to access full Data speed after having reached the Cap as contemplated in clause 5.2.2(a) above, the Customer will need to purchase Data Top-Up or agree to post-paid data billing.
- c) After purchasing Top-Up Data as foreseen in clause 5.2.2(b) above, Shaped or Unshaped Data will again be used first and once the Customer has used the Shaped or Unshaped Data, that is, reached the Cap again, the Customer will again be moved back to a slower internet speed with international internet access limitations.
- d) Data Top-Up can be purchased in increments of 1GB up to 10GB per transaction. Telkom reserves the

right to limit the number of transactions.

e) Where the Telkom Internet Service consists of internet access by means of Shaped Data, the service can be topped up with additional Shaped Data only, and where the Telkom Internet Service consists of internet access by means of Unshaped Data, the service can be topped up with additional Unshaped Data only.

f) Data Top-Up purchased in a particular month will be available in the same month of purchase only, and will be forfeited when the new calendar month starts. Data Top-Up purchased will therefore not be carried over from one month to the next.

g) Data Top-Up purchased cannot be refunded or exchanged for cash.

h) In the event that a Customer has paid for Data Top-Up but is unable to access or use the data due to any failure by Telkom in the provisioning of the Telkom Internet Service, Telkom shall not be liable for any damages or expenses of whatsoever nature and howsoever incurred by the Customer.

5.2.3 Post-Paid Billing

In the case of post-paid data:

- Post-paid Billing can only be registered for online by the Customer;
- Post-paid billing Cap will be set to specified maximum limit as applicable;
- Such higher Cap limit shall be billed on the Customer's next Telkom invoice; and
- All data consumed Out-of-bundle will be charged per MB.

5.2.4 Monitoring Usage

Subject to clause 17.2 below, Telkom Internet provides the following measures to assist Customers to monitor their Data Usage:

- The Telkom Internet Website assists Customers to monitor their Shaped or Unshaped Data usage online.
- Telkom reports on a Customer's usage, and



uses its best endeavours to update these reports at hourly intervals.

- A Customer may also subscribe to e-mail notifications from Telkom at selected intervals pertaining to Data Usage.

- Telkom does not guarantee the efficiency of the measures available in this clause 5.2.4. The Customer remains responsible for monitoring and controlling his Data Usage and may be charged for out-of-bundle data where applicable. For customers on uncapped packages, no usage data records will be made available.

5.3 Domain Name Services

5.3.1 A domain name registered by a Customer with Telkom is valid for a period of 12 (twelve) months from date of registration. Telkom shall automatically renew the domain name on annual basis, unless the domain name is terminated by the Customer upon written notice to Telkom one month prior to renewal.

5.3.2 If payment for a domain name(s) has not been made within 30 (thirty) Business Days of the registration or renewal contemplated in clause 5.3.1 above, Telkom reserves the right, in its sole discretion and without any notice to the Customer, to deregister the domain name(s) and make it available for re-registration.

5.3.3 Should domain name(s) be terminated by Telkom or the Customer for any reason whatsoever, Telkom shall, without incurring any liability of whatever nature, be entitled to notify the relevant domain name administrator of such termination and to instruct the aforementioned domain name administrator to remove Telkom as the host of such domain name, allow the domain name(s) to terminate and not to renew the aforementioned domain name(s).

5.3.4 Registration, maintenance and transfer of a domain name(s) are subject to the terms and conditions of the relevant domain name administrator who allocates and governs such domain name(s), and Telkom cannot guarantee the registration of domain name(s) selected by Customer.

5.3.5 All domain names such as .co.za, .com, .net and related subdomains are subject to the terms and con-

ditions of the relevant domain name administrator, as amended from time to time.

5.3.6 The Customer warrants that the use or registration of the domain name(s) does not interfere with, nor infringe, any trade mark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right of any third party, and indemnifies Telkom against any and all claims that may arise out of such interference or infringement.

5.3.7 In the event that any of the domain name administrator suspends, amends, or terminates its provision of a domain name(s), or any other aspect of its services upon which Telkom depends for the provision of domain name(s) to the Customer, Telkom will use reasonable endeavours to ensure the continuance of domain. In the event that Telkom is unable to ensure such continuance, Telkom shall be entitled to terminate domain name(s) with immediate effect in which event, Customer agrees that Telkom will not be liable to Customer or any other third party for any loss or damages as contemplated in clause 17.2 below.

5.3.8 Telkom reserves the right to change its domain name administrator from time to time.

5.3.9 If the domain is registered as part of a contract with Telkom, and if the customer terminates the contract before the end of the contract period, Telkom reserves the right to charge the customer a pro-rata determined penalty in order to recover the cost of the registration of the domain, based on the rate negotiated by Telkom with the respective domain registrar.

5.4 E-MAIL ACCOUNTS

5.4.1 An e-mail address will be allocated by Telkom to a Customer upon the Activation Date.

5.4.2 The Customer will be responsible for activating his / her own e-mail address before it can be used.

5.4.3 Despite the fact that a Product Offering may indicate that more than one e-mailbox accompanies the offering the Customer must activate or de-activate e-mail box(es) as needed or required.

5.4.4 In the event that a Customer does not use his / her e-mail account for a period of four (4) months from



the date on which the e-mail account was allocated to the Customer by Telkom, the Customer's e-mail account will be de-activated and any data left within the account storage will be forfeited and deleted.

5.4.5 In the event of 5.4.4 above, Telkom will reserve the Customer's e-mail address for a period of eight (8) months following the date of deactivation. It will then be made available for the use by any other customer wishing to do so.

5.5 Web Hosting Services

Telkom will make available an amount of space on its web server for use by the Customer to host web-pages, in Telkom's sole discretion.

6. MIGRATION

6.1 Subject to clauses 6.2 and 17.2 below, Customers may migrate between different predefined packages of Data Usage as ordered by the Customer and made available by Telkom from time to time.

6.2 Any migration between such predefined packages of Data Usage must be done in accordance with the procedures determined by Telkom in this regard from time to time, as set out on the Telkom Internet Website.

6.3 Telkom shall not be liable for any consequences, including but not limited to any damages suffered or losses accrued by a Customer, whether direct or indirect, resulting from a decision by a Customer to migrate from one predefined Data Usage package to another.

6.4 Telkom Internet provides for four types of migrations:

6.4.1 From Capped to Uncapped

6.4.1.1 Data Usage:

- The Customer's current used data will not be transferred to the uncapped package.
- If the Customer purchased any TopUp data prior to migration, such TopUp data will not be transferred to the uncapped service,

6.4.1.2 Billing:

- Any data that was billed on the Customer's capped product before migration date will still be invoiced.

6.4.2 From Uncapped to Capped

6.4.2.1 Data Usage:

- The Customer's current used data will not be transferred to the capped package.

6.4.3 From Capped to Capped

6.4.3.1 Shaped to Shaped or Unshaped to Unshaped:

6.4.3.1.1 Data Usage:

- o Higher data cap to lower data cap:

Current data cap will expire and will be replaced by new. Therefore the Customer's current data usage for the month will not be deducted from the new data cap

- If the Customer purchased any TopUp data prior to migration, it will be transferred

- o Lower data cap to higher data cap:

Only the higher data cap will be provided. Therefore the Customer's current data usage for the month will be deducted from the new cap.

- If the Customer purchased any TopUp data prior to migration it will be transferred

6.4.3.1.2 Billing:

- o Higher data cap to lower data cap:

Any data that was billed on the Customer's higher cap product will still be invoiced.

- o Lower data cap to higher data cap:

Any data that was billed on the Customer's lower cap product will still be invoiced.

6.4.3.2 Shaped to Unshaped or Unshaped to Shaped:

6.4.3.2.1 Data Usage:



□ Current data cap will expire and will be replaced by new. Therefore the Customer's current data usage for the month will not be deducted from the new data cap.

□ If the Customer purchased any TopUp data prior to migration, it will be transferred

6.4.3.2.2 Billing:

□ Any data that was billed on the Customer's current cap product will still be invoiced.

7. CONCURRENCY

7.1 When a Customer purchases a Telkom Internet Service Offering, there is a maximum number of Concurrent Sessions associated with the particular Telkom Internet Service Offering, as set out on the Telkom Internet website.

7.2 The number of Concurrent Sessions per Telkom Internet Service offering may be amended by Telkom from time to time.

8. SUPPORT SERVICE

8.1 Telkom shall, as and when specifically requested to do so by the Customer, render such consultation and support services to the Customer pertaining to the identification and, if possible, solution of problems encountered by the Customer as regards the Telkom Internet Service rendered to the Customer.

8.2 Telkom shall, as part of such service, attempt to identify the Customer's problem, but does not give any undertaking that it will be able to rectify all or any of the problems so identified.

8.3 The Customer shall render to Telkom, its agents, representatives and employees all necessary assistance to identify, locate and solve any problem encountered by the Customer.

8.4 Telkom does and shall not accept any responsibility or liability for any existing data on the Customer's equipment and shall specifically not be required to back-up any data before commencing any work in an attempt to assist the Customer.

8.5 The Customer hereby indemnifies and holds Telkom harmless against any cost, liability, loss or damage

incurred or suffered by the Customer or by Telkom as a result of the loss of any such data as contemplated in clause 8.4 above, whether occasioned by any act or

omission of Telkom, its representatives, agents or employees or otherwise.

9. TELKOM INTERNET SERVICE CHARGES

9.1 Telkom will levy Telkom Internet Service Charges in accordance with the rates as determined by Telkom from time to time subject to Telkom's ECS licence conditions, or any other applicable licences, laws or regulations which may apply from time to time.

9.2 The Telkom Internet Service Charges are available on the Telkom Internet Website and may be amended by Telkom from time to time.

10. BILLING

10.1 Telkom will commence to bill a Customer for the Telkom Internet Service upon Activation.

10.2 Telkom will periodically provide a Customer, usually on a monthly basis, with an invoice for the amounts payable by the Customer in respect of the Telkom Internet Service rendered. The Customer remains liable for payment in respect the aforementioned Telkom Internet Service, irrespective of whether an invoice has been received by the Customer.

10.3 Billing will not be effected on a pro rata basis in respect of any partial Data purchased by the Customer.

10.4 Upon Activation, a Customer will be billed for the full first month, irrespective of when in the particular month the Telkom Internet Service was activated, and thereafter on a monthly basis, if applicable.

10.5 Notwithstanding the provisions of clauses 10.3 and 10.4 above, Telkom may, at its own discretion, issue a Customer an account outside of the normal billing cycle, and/or demand immediate payment of any amounts due by a Customer.

10.6 An account rendered by Telkom to a Customer as contemplated in this clause 10 is prima facie proof of the amount due by the Customer to Telkom in respect of the Telkom Internet Service.



11. PAYMENTS

11.1 A Customer is liable for the payment of all charges as reflected in the account rendered by Telkom from time to time (where applicable) in respect of the Telkom Internet Service.

11.2 In the event that the Customer receives an account, amounts are due and payable on or before the due date indicated on the account.

11.3 Any amount due by the Customer to Telkom not paid on or before the due date indicated on the account, shall bear interest at a rate not exceeding the maximum rate allowed by the National Credit Act 34 of 2005, compounded monthly, calculated from the date of issue of the account until date of actual payment.

11.4 Should either Party default on its obligations in terms of these terms and conditions, such defaulting Party shall be liable for all costs, including legal costs on an attorney and own client basis, as well as tracing costs and collection commission incurred by the aggrieved Party, in the enforcement of any obligations of the defaulting Party in terms of these terms and conditions.

11.5 Should the bank dishonour any payment offered by a Customer to Telkom, Telkom shall be entitled, over and above the dishonoured payment as well as bank charges, to charge, and the Customer shall be obliged to pay, a reasonable administration fee.

12. SUSPENSION OF THE TELKOM INTERNET SERVICE

12.1 Telkom may from time to time and with notice where possible, suspend the Telkom Internet Service in any of the following circumstances:

12.1.1 non-payment by a Customer of any fees due to Telkom for the Telkom Internet Service or non-payment by a Customer of his Telkom telephone service;

12.1.2 during any technical failure, modification or maintenance of either the service or the equipment by means

of which the Telkom Internet Service is provided; or

12.1.3 if the Customer:

a) fails to comply with:

i) any of these terms and conditions (including failure to pay any charges due),

ii) the Telkom Internet AUP; or

iii) the Telkom Internet Service Level Agreement.

b) does or allows to be done anything which, in Telkom's reasonable opinion, may have the effect of negatively affecting the operation of the Telkom network or the provision of services to the Customer or to any other Customer(s) of Telkom.

12.2 In the event that a Customer's Telkom Internet Service is suspended in terms of clause 12.1.1 above, the Customer will be able to reconnect to the Telkom Internet Service upon payment of a reconnection fee.

12.3 Notwithstanding any suspension of service under this clause 12, the Customer shall remain liable for all charges due in respect of the Telkom Internet Service throughout the period of suspension.

12.4 The Customer indemnifies Telkom against any damage, loss, costs or claims which the Customer may suffer or incur arising from the suspension of the Telkom Internet Service.

13. TERMINATION OF THE TELKOM INTERNET SERVICE

13.1 Upon termination of the Telkom Internet Service, Telkom shall disconnect the Customer from Telkom's electronic communications networks.

13.2 After disconnection of the Customer as set out in clause 13.1 above, the Customer shall on demand pay all charges outstanding at the time of disconnection which may be charged by Telkom.

13.3 The Customer indemnifies Telkom against any damage, loss, costs or claims which Telkom may suffer or incur arising from the termination of the Telkom Internet Service.

13.4 Termination of a month-to-month Agreement by an Individual Consumer – if you as a Consumer, conclude a month-to-month Agreement with Telkom, you will have the right to terminate the month-to-month Agreement with one month's written notice to Telkom to that effect.



14. INTELLECTUAL PROPERTY RIGHTS

14.1 Any intellectual property rights vesting in Telkom, whether by statute or common law, shall remain vested in Telkom and the Customer agrees not to do anything or allow anything to be done that may infringe Telkom's rights in this regard.

14.2 The Customer hereby indemnifies Telkom against any claims, actions and proceedings of whatsoever nature that may arise in connection with any intellectual property rights vesting in Telkom.

14.3 Should Telkom be required to develop any computer code, data, documents, presentations, solutions design, web site or any application, all intellectual property rights in and to such work shall vest exclusively in Telkom. To the extent that intellectual property rights in the work vests, for whatever reason, in the Customer, the Customer hereby agrees to assign all such intellectual property rights to Telkom, which hereby accepts such assignment.

14.4 The Customer shall not modify, reverse engineer or use any software, computer code, data, documents, presentations, solutions design, web site or any application licensed to it in terms of these terms and conditions to create a derivative work.

15. RISK

The Customer subscribes to and uses the Telkom Internet Service at his own risk.

16. EXCUSABLE EVENTS

Telkom shall not be liable to the Customer for any breach of the provisions of these terms and conditions or failure to perform any obligation as a result of any force majeure event, including but not limited to technical problems relating to Telkom's network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond Telkom's control.

17. LIABILITY AND INDEMNITY

17.1 Telkom assumes no responsibility for, and shall not attract any liability in respect of, the integrity, correctness, retention or content of information transported via its network.

17.2 In terms of condition 9 of its Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, Telkom shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the Customer or any third party may suffer, irrespective of when or how arising, specifically including (but not limited to) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, goodwill or any other form of consequential loss, arising from the provision and / or use of the Telkom Internet Service to the Customer, its employees, directors, agents and / or representatives.

17.3 In addition to what is set out in clause 17.1 and 17.2 above, the Customer shall and hereby does indemnify Telkom against:

17.3.1 any damage, loss or liability of whatsoever nature arising from a breach of Telkom or the Customer's security measures, which may result in, inter alia, data theft, abuse of a Customer's e-mail account or the defacing of websites hosted by Telkom, any misuse of Telkom facilities or services and/or any act or omission of any other Customer of Telkom;

17.3.2 any claim by any third party arising directly or indirectly out of or related to the Customer's access to or use of the Telkom Internet Service or any information or data obtained through such access or use.

18. WHOLE AGREEMENT

18.1 These terms and conditions, read with Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, constitute the whole agreement between Telkom and the Customer relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

18.2 Subject to clause 18.1, the Telkom and the Cus-



tomer agree that no other terms or conditions, whether oral or written, and whether express or implied, will apply hereto.

19. SEVERABILITY

If any of the provisions or any portion of the provisions of these terms and conditions shall be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire terms and conditions, but rather the entire terms and conditions will be construed as if not containing the particular invalid or unenforceable provisions or portion thereof, and the rights or obligations of Telkom and the Customer will be construed and enforced accordingly.