



## Terms and Conditions for 3<sup>rd</sup> Party Fibre Network Operators (FNO)

The provision of Telkom's 3<sup>rd</sup> Party fibre service is subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as well as the product specific terms and conditions listed below. Where there is any conflict between the Standard Terms and Conditions and the broadband-specific terms and conditions, the last mentioned shall prevail.

View Telkom's [Standard Terms and Conditions](#).

1. Fibre services provided over 3rd Party fibre is a shared (“best effort”) service of up to the specified speed. This means that the potential speed that can be obtained will depend on the load on the line at the time of surfing the net.
2. The provision of 3<sup>rd</sup> Party fibre is subject to network availability, but service quality is not impacted by distance from the exchange.
3. 3rd Party fibre bundle offer will be available to all customers that are within the 3rd Party fibre network coverage.
4. The customer can confirm the coverage of Telkom Network in their area via <https://www.telkom.co.za/check-coverage>
5. 3<sup>rd</sup> Party fibre services are provided on a month-to-month basis.
6. In cases where the router and installation are included, this is subject to the fibre service being active for 24 or 12 months for 3<sup>rd</sup> Party fibre services. Customers can cancel the service at any time after activation, however the pro-rated remaining cost of the installation and router will be charged at the time of cancellation, if cancelled prior to the 24 months or 12 months term for 3<sup>rd</sup> Party fibre services.
7. Telkom reserves the right to revise tariffs and to vary these terms and conditions at any time. Such changes will be posted on the Telkom website and will be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you, the customer, to review these terms and conditions at regular intervals.
8. For 3<sup>rd</sup> Party fibre, the first 30 meters of trenching for Link Africa, Vumatel and Frogfoot or the first 20 meters of trenching for MetroFibre Network, is included in the installation cost, trenching beyond these limits will be the responsibility of the customer. For Octotel, the first 20 meters of trenching is included in the installation cost for Plettenberg Bay area only, thereafter, trenching beyond this

limit will be the responsibility of the customer. For the rest of Octotel fibre areas, the trenching costs are included in the installation cost.

9. For Vumatel, should further trenching be required, it will be at an additional cost per meter with the customer liable for re-instatement of the paving, tiles, tar.
10. Telkom accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation or maintenance of 3<sup>rd</sup> Party fibre service.
11. Telkom routers are covered by a 12-month carry-in warranty. If the router becomes faulty within 12 months, the faulty router can be taken to the nearest Telkom store.
12. The above guarantee will only be honoured by Telkom provided that the router and all its components as originally supplied are returned.
13. The warranty does not include surge or lightning damage.
14. Where a customer requests a transfer of his service to another building/premise and retain the 3<sup>rd</sup> Party fibre bundle, the customer's contract will not be affected and no penalty/early termination charge will apply- however, installation charges will apply at the new building/premises, and provisioning of the service will be subject to a successful feasibility study pertaining to that specific new premises.
15. Customers on existing 24 months contract migrating from other Telkom services to 3<sup>rd</sup> Party fibre, have an option to sign up for a new claw back contract, where the router and installation charges are included, subject to the 3<sup>rd</sup> Party fibre service being active for 24 or 12 months, or they can select the month-to-month option.
16. In the case of services rented in terms of a long-term agreement, the rental obligations are governed by the conditions of the relevant agreement and early termination charges shall become payable in the case of termination before contract term expiration.
17. Customers are responsible to provide network access to their premises via Point of Entry sleeves/ducts, at their own costs.
18. The 3<sup>rd</sup> Party fibre products have Symmetrical, with upload speeds now equal to the download speeds, as well as Asymmetrical with higher download speed than upload speed.
19. The Unlimited Home/Premium or Unlimited Home Lite is the name of the offer/bundle and has no reference to the product specifications.
20. The customer acknowledges that the use of Unlimited Home/Premium and Unlimited Home Lite is the product name and should not be construed in the ordinary use of the words.
21. The customer shall not be entitled to terminate the Subscription with Vumatel or Link Africa or Frogfoot or MetroFibre or Octotel directly and Telkom shall be obliged to give Vumatel or Link

Africa or Frogfoot or MetroFibre or Octotel not less than 30 days' notice of its intention to cancel any Subscription.

22. The 3<sup>rd</sup> Party Fibre Network Operators (FNO) reserve the right to charge a Call-out Fee should they send out a technician but find out that the fault is related to issues such as the customer's equipment.