

WEBSITE FAULT LOGGING TERMS AND CONDITIONS

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ALL RIGHTS RESERVED. PRINTING AND DOWNLOADING ALLOWED.

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IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 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. Reserve the right

Telkom reserves the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. Change these Conditions from time to time and your continued use of the Website (or any part of), to report faults, following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website, to report faults, or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

2. Security

Telkom ensures that:

1. All information recorded for fault reporting, including client information, will be used for record keeping and statistical purposes
2. Recorded information includes information provided to Telkom, from the client, in all forms of communication provided by Telkom

3. Liability

It is the client's responsibility to:

1. Use the fault reporting facilities on Telkom's website for notification of faults only
2. Know and understand the reporting of faults to Telkom
3. Ensure the information recorded is true and correct as far as possible to the client's knowledge
4. Ensure the maintenance and upkeep of their private equipment. Should it be discovered that the client reports a fault that is due to their private equipment or client negligence, the client will be charged a standard Unnecessary Call-Out fee. Further clarity on call-out fees and charges can be found on <http://www.telkom.co.za/sites/aboutus/regulatory/tariffs/>
5. Ensure that all Telkom related faults are reported to Telkom and no attempt should be made by the client to resolve these faults in his/her capacity
6. Ensure that the client reads and understands all Terms and Conditions

4. Terms of payment

Once the maintenance or resolution of the fault has been completed, the cost and associated fees of the maintenance of the fees will be charged to the client's monthly bill

5. Third party links

External links may be provided for your convenience, but they are beyond the control of the website owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at the client's risk.

6. Disclaimer

Telkom shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the client or any third party (including the client's company), as a result of or which may be attributable, directly or indirectly, to the client's access and use of the website, any information contained on the website, the client or the client's employer's personal information or material and information transmitted over our system. In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to the client or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

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