THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. INTERPRETATION

Unless a contrary intention clearly appears, the following terms shall have the following meanings:

1.1 APN means Access Point Name.

1.2 GPRS means Global Packet Radio Service

1.3 Data Cap means the amount of data allocated as part of the package subscription (E.g. 1GB is allocated on the package and once the 1GB is depleted additional data would need to be purchased or out of bundle usage will apply

1.4 Equipment means the hardware, including but not limited to a modem, router or Smartphone, which will be sold to the subscriber.

1.5 GB means Gigabyte. 1024 MB equals 1 GB.

1.6 In-Bundle means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.

1.7 Kbps means kilobits per second.

1.8 KB means Kilobyte.

1.9 MB means Megabyte. 1024 KB equals 1 MB.

1.10 Mbps means Megabits per second.

1.11 GSM means Global System for Mobile communication and is a digital mobile network that is widely used by mobile phone and mobile data users.

1.12 SIM means Subscriber Identity Module or the unique hardware serial number for each individual portable memory chip/ card used in a mobile GSM phone or data devices

1.13 MSISDN means Mobile Station International Subscriber Directory Number which is the phone number assigned to a SIM card individually.

1.14 Migration means moving to a package, of the same technology, of either a lower or higher subscription value.

1.15 Network means the mobile telecommunication network and/or the wireless platform for Internet and/or voice services that is resold by the Supplier.

1.16 Network Coverage means the geographical area within which the Mobile Network Operator data services can be accessed and used by the subscriber.

1.17 Top up means the data bundle purchased for use after the in-bundle data has been depleted.

1.18 RICA means the Regulation of Interception of Communication Act.

1.19 MYMTN means the MTN Internet APN which does not use Vox MTN data

2. SPECIFIC PROVISIONS PERTAINING TO ALL VOX MOBILE DATA PRODUCTS

2.1 The products are dependent on the network coverage of the Mobile Operator, over which the supplier has no control and makes no guarantees.

2.2 Network coverage is dependent on the cellular network utilized and may vary per subscriber congestion.

2.3 It is the subscribers' responsibility to select the correct SIM card linked to their product.

2.4 It is the subscriber's responsibility to configure the relevant notifications on the Customer Zone.

2.5 The service is a best effort service, and the speed of uploads and downloads is indicative and dependent on various factors, such as signal strength, distance from the cellular towers, congestion of the cellular towers etc.

2.6 Subscribers wishing to use their own hardware, must ensure that they can support the following:

2.6.1 CHAP and PAP as an authentication method.

2.6.2 Must be APN configurable.

2.7 Username and password combination may be sent automatically, via email and/ or SMS message upon provisioning of the service, to the subscriber, should the product require authentication.

2.8 Concurrency is limited to one connection per username and/or SIM card.

Initial

3. SPECIFIC PROVISIONS PERTAINING TO THE VOX MOBILE DATA PRODUCTS – SINGLE SIM

3.1 Vox Telecom Mobile services are sold on a month to month basis.

3.2 Subscribers will be capped once they reach their monthly limit, and there is no carry over on the subscribed data bundle.

3.3 Top Up Packages will be made available if a customer has reached their cap and requires additional data.

3.4 Top Up Packages expire at the end of the following month.

3.5 In bundle usage and Top Up Package usage is rounded up to the nearest MB.

3.6 Upgrades and downgrades between products will be effective on the 1st of the following calendar month.

3.7 The supplier reserves the right to charge for delivery where circumstances require.

4. SPECIFIC PROVISIONS PERTAINING TO THE SHARED ACCOUNT MOBILE DATA PRODUCT

4.1 Vox Shared Mobile Data services are sold on month to month contracts

4.2 Username/s and password/s must be created by the subscriber online via Vox Telecom consumer customer zone at https://portal.vox.co.za

4.3 Each SIM card linked to the Data account requires a separate username and password, which is line locked to that SIM and MSISDN

4.4 Data usage more than the subscribed bundle will be billed in arrears to the subscriber account.

4.5 A data usage limit for each SIM card must be set on the Vox Customer Zone. This limit is a hard cap meaning once the limit is reached, internet access will be limited to the Customer Zone where more data may be allocated to the username.

4.6 Hard capped limits may be adjusted (either upwards or downwards) on the Customer Zone should this be required.

4.7 Excess usage will be billed for at the applicable rate per MB

4.8 Early cancellation fees may be levied on termed contracts.

4.9 Vox reserves the right to charge for delivery of SIM cards should courier fees be incurred by Vox.

5. SPECIFIC PROVISIONS PERTAINING TO THE MULTI-SIM PRODUCTS

5.1 Vox Mobile Multi SIM services are sold on 12 Month or 24 Month contracts.

5.2 Username/s and password/s must be created by the subscriber online via Vox Telecom consumer customer zone at https://portal.vox.co.za

5.3 Each SIM card linked to the Data account requires a separate username and password, which is line locked to that SIM and MSISDN

5.4 This is a pay-for-what-you-use service where usage is billed in arrears to the subscriber account.

5.5 A data usage limit, per SIM card, must be set on the Vox Customer Zone.

5.6 Only the data used, within the limit set as per 5.5 will be billed for, excluding any zero-rated inclusive data.

5.7 Early cancellation fees may be levied on termed contracts.

5.8 The supplier reserves the right to charge for delivery where circumstances require.

6. BYOS – BRING YOUR OWN SIM

6.1 Vox Mobile Data from MTN is offered on select product which allow a customer-suppled MTN Contract, or MTN Top-up contract, or MTN Hybrid contract SIM card to use the Vox Mobile Data account.

6.2 Vox may not provision a MTN Prepaid SIM card to the relevant Vox APN. The online shopping cart clearly warns against a customer providing a prepaid MTN number for the Vox Mobile Data service.

Initial

6.3 The customer is wholly responsible for configuring their device APN settings with the following details:

6.3.1 Vox APN name

6.3.2 Username

6.3.3 Password

6.4 Should Vox fail to provision a customer MTN sim to the Vox APN at MTN due to a prepaid SIM being provided, in contravention of the product limitation mentioned in 6.1 and 6.2 above, the customer Vox Mobile Data order will be cancelled and an administrative fee levied.

6.5 The customer is responsible for ensuring that the correct APN settings are used always.

6.6 The customer remains liable for any costs incurred from MTN on their MTN Account should the APN settings not be correctly configured.

6.7 Vox in not liable for any MTN data usage which may result from incorrect configuration of the Vox mobile data service on the customer hardware.

6.8 Vox will send the credentials via email and/or SMS message to the customer account primary contact details provided by the customer to Vox.

6.9 The customer will be granted access to their Vox account via the Vox Customer Zone

6.10 Vox only has access to provision the customer MTN SIM number or MSISDN to the Vox APN.

6.11 The customer remains responsible for ensuring that after a software update, upgrade, or device restart, the Vox APN settings are selected and not the MYMTN APN.

6.12 MYMTN APN settings will not use the Vox mobile data and possible incur billing from MTN directly.

6.13 Vox will continue to bill the customer for Vox mobile data for the duration of the subscription, standard termination notice rules apply.

7. PROMOTIONAL OFFERS

7.1 Promotional product offers online or via any Vox media from time to time are limited to the advertised products only.

7.2 Migrations to promotional products are not permitted.

7.3 Upgrades or Downgrades to promotional products are not permitted from existing Vox Mobile Data subscriptions.

7.4 Promotional offers are for new sales only.

7.5 Any recurring data subscription discount or special pricing offered will be valid for the duration of the Vox Mobile Data subscription, unless otherwise stated.

7.6 Hardware sold as outright purchase is not affected by any promotional Vox Mobile Data subscription offer, unless otherwise stated.

7.7 Should the advertised promotional pricing cease to be made available online, the promotion is deemed to be over and standard pricing will apply.

7.8 Standard termination terms apply including applicable termination penalties or fees.

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