# **Product Specific Terms & Conditions Voice Solutions**



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.

#### Definitions 1.

Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions

- Access Links means the physical link (whether wired or wireless) 1.1. installed at the customer premises over which data and voice is transmitted.
  - Contended means that multiple users are sharing the same 1.1.1. network capacity.
  - 112 Uncontended - means dedicated service.
- 1.2. Business Hours means the hours of 08h00 to 17h00 SAST on all days, excluding Saturdays, Sundays and public holidays in the Republic of South Africa.
- CLI Caller Line identification. 1.3.
- Domestic Minutes Voice calls originating in South Africa and 14 terminating to destinations in South African (includes fixed and mobile destinations).
- 15
- FTTH Fibre to the Home. FTTB Fibre to the Business. 1.6.
- GSM Global System for Mobile communications. 1.7.
- $\ensuremath{\text{ITU-T}}$  International Telecommunications Union. A body that sets international telecoms standards. 1.8.
- 1.9. Minimum Billing - refers to a committed billing value applicable to specific services. Vox will charge customers the higher of variable voice billing or minimum billing amount.
- 1.10. PBX Private Branch Exchange. A private telephony system used within a company or organization. 1.11. SIP - Session Initiated Protocol is a protocol used in VoIP communications
- allowing users to make voice calls.
- 1.12. Soft Phone An application installed on a mobile phone or desktop computer that allows a user to make and receive VoIP calls.
- 1.13. VoIP Voice over Internet Protocol, a protocol used to convey voice calls over data networks. Voice over Internet Protocol, is the transmission of voice over Internet Protocol networks.
- WTTH Wireless to the Home. 1.14. 1.15. WTTB - Wireless to the Business

#### 2. **Description of Voice Products**

2.1. The table below provides an overview of the services

Voice Product	Bundle or Standalone	Access Links (Type)	User
Chrome	Standalone	Contended	Home and Business
Chrome Air	Standalone	Contended	Business
Cristal	Standalone	Uncontended	Business
FTTH Voice Services	Bundle	Contended	Home
FTTB Voice Services	Bundle	Uncontended	Business
GSM Voice Services	Standalone	Uncontended	Home and Business
Multiline Voice	Standalone	Uncontended	Business
SmartShare	Standalone	Uncontended	Business
Supafone	Standalone	Contended	Home
Uncapped Voice for Business	Standalone	Uncontended	Business
Uncapped Voice for Home	Standalone	Contended	Home
Vobi SIP	Standalone	Contended	Home and Business
Vox Saffire	Standalone	Uncontended	Business
WTTH Voice Services	Bundle	Contended	Home
WTTB Voice Services	Bundle	Uncontended	Business

#### 3. Installation and Customer Requirements

- Unless otherwise requested by the customer, the installation will be carried 3.1. out from Monday to Friday during local Business Hours.
- 32 Additional costs may apply for installations carried out outside of these times.
- 3.3. The voice gateway must be located in a secure environment with access to a dedicated protected power source (220VAC)

- 3.4. Clear unobstructed access to the voice gateway is required at all times for
- maintenance personnel. Costs associated to PBX vendor callouts to be borne by the customer, 3.5. unless Vox is the PBX vendor.
- 3.6. Only Vox personnel are allowed access to the voice gateway configuration interface.
- 3.7. The contracted services do not include post deployment installations, moves, adds and changes of the service equipment. These requests will be quoted based on customer request.
- 3.8. Installation timeframe is dependent upon Access Links. Voice service will be installed within 10 days from the activation date of the Access Link.
- The service activation date shall be the date of sign-off by the customer or 3.9. the date the service is first used, whichever is earlier.

#### Security 4.

- 4.1. The customer acknowledges that the logical and physical security measures in relation to the services are the sole responsibility of the customer. The customer agrees that Vox will not be held liable for any losses arising out of security breaches of customer services.
- Without limiting the generality of aforesaid, the customer is aware that PBX's and SIP accounts are known targets for malicious access and abuse. The customer must take all reasonable precautions to protect against unauthorised access to the voice service. Vox will not be held liable for any losses arising out of fraudulent or unauthorised calls made via the voice service.

#### 5. Numbering

- 5.1. Where Vox allocates a geographic number range/s to a voice service provided pursuant to this agreement, the customer shall be obliged to use the number/s allocated in the geographic area to which it/they is/are allocated and may not be transferred between geographical regions as defined in the Numbering Regulations from time to time.
- Should Vox deem it reasonably necessary for any reason whatsoever to alter the telephone number or any other code or number which has been allocated to the customer for the equipment, it shall be entitled to do so on 30 days' written notice to the customer.
- 5.3. The customer acknowledges that Vox cannot present other licensed operators numbers as Calling Line Identification (CLI) on outbound voice calls, which is in line with local regulation.
- Vox assumes no liability for any losses incurred due to the customer's 5.4. publishing of its numbers.

#### 6. General

- Call charges will be as per the Agreement to which the Service is linked. 6.1. Data usage charges associated with the use of Soft Phones will be for the 6.2.
- customer's own account. Vox assumes no liability for the functionality and performance of any third-6.3.
- party software. The customer acknowledges and agrees that effecting emergency calls
- 6.4. from the products and/or services supplied by Vox under this agreement may result in a delay in the response time of any such emergency service. The customer is accordingly advised to use Telkom directly to place any such emergency calls as in no circumstances will Vox be liable for any delays encountered by the customer should such calls have been placed using Vox's products and/or services nor for any direct or indirect damage or loss or injury suffered by the customer as a consequence of any such delays.
- Vox cannot in any manner guarantee or measure the quality of voice services provided over "public networks" where there is no direct IP (internet) connection to Vox. Loss of voice integrity and 65
  - quality cannot be measured by means of MOS (Mean Opinion Score as a measurement of voice quality) or any other manner over networks not linked to Vox directly. Vox shall not be liable for 6.5.1. any claims in regard to services offered whilst traversing "public networks".
- By default, certain international destinations are blocked due to high calling charges and known fraudulent destinations. Should a customer need to make calls to these blocked destinations, a written request (on company letter head if a business account or letter if consumer account) needs to be sent to Vox by an authorised signatory before any change takes place. Vox reserves the right to adjust the blocked destinations on any uncapped
- 6.7. product as within its sole discretion.

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#### **Customer Service and Support** 7.

- Technical Support is provided 24x7.
- For logging of support tickets, configuration change requests, review of 7.2. open tickets and general queries contact should be made via support@voxtelecom.co.za for business customers and help@voxtelecom.co.za for home users.
  - Telephonic support is also available as follows:
- 087 805 0500 Business customers. 087 805 0530 Home users.
- 7.4. For security reasons, only authorised contacts listed under the customer account may contact the support centre. It is the customer's responsibility to ensure contact details are updated timeously.

#### 8. Product Rules

- 8.1. Chrome
  - 8.1.1. Subscription based service with outbound calls charged on a per
  - minute basis (per second billing methodology). Full A-Z rate sheet available upon request. 8.1.2
  - 8.1.3. Quality of service cannot be offered for voice calls.

## 8.2. Chrome Air

- 8.2.1. Service dependent upon mobile network coverage.
- 8.2.2 Out of bundle data charged at out of bundle rates.
- 8.2.3. Subscription based service with outbound calls charged on a per
- minute basis (per second billing methodology). Full A-Z rate sheet available upon request.
- 8.2.4.
- 8.2.5. No quality of service offered for voice calls.

## 8.3. Cristal

- Subscription based service with outbound calls charged on a per 8.3.1. minute basis (per second billing methodology).
- 832
- Full A-Z rate sheet is available upon request. Fully managed service offering quality of service for voice calls. 8.3.3.

#### 8.4. FTTH Voice services - to be read in conjunction with FTTH product terms and conditions.

- A single uncapped voice channel allows for one outbound call and 8.4.1.
- one inbound call. 8.4.2. The service may not be used in conjunction with a PBX, bulk calling applications or intelligent routing devices.
- 8.4.3. The service may not be used for commercial purposes. Any use of this offer outside of what is considered reasonable for private, non-commercial use and in instances through mechanisms and means not intended for personal use or the anticipated purpose of the offer, will be considered as abuse.
- Uncapped calling covers all South African fixed and mobile 8.4.4. destinations. Calls to international destinations will be charged at prevailing rates.
- Full A-Z rate sheet available upon request. 8.4.5.
- 8.4.6. Fair use policy to apply in cases of high usage and/or abuse of benefits. Once abuse has been detected and customer notified, the customer will be charged at the then applicable rates for all calls made.

## 8.5. FTTB Voice services - to be read in conjunction with FTTB product terms and conditions.

- Uncapped Bundles: 8.5.1.
  - 50Mbps bundle: Includes 4 uncapped voice channels Configured as 4 simultaneous calls (Inbound and Outbound combined).
  - 100Mbps to 1000Mbps bundles: Includes 8 uncapped voice channels. Configured as 8 simultaneous calls (Inbound and outbound combined).
  - Additional channels can be purchased with a maximum of 16 channels allowed per service.
  - d. Vox reserves the right to adjust blocked destinations on any uncapped product as deemed necessary to restrict fraudulent activity
  - Fair use policy to apply in cases of high usage and/or abuse of benefits. Vox will monitor costs and revenue associated e. with outbound and inbound calls and once high usage and or abuse has been detected the customer will be required to purchase additional uncapped voice channels.
  - The service may not be used in conjunction with bulk f. outbound calling applications and devices an example of which is a call centre solution.
  - Uncapped calling covers all South African fixed and mobile q. destinations as well as select international destinations. Full A-Z rate sheet available upon request.

  - Capped Bundles: Inbundle minutes per service: а

8.5.2.

- Capped 200GB: Includes 500 minutes.
- Capped 500GB: Includes 1000 minutes
- iii Capped 1000GB: Includes 5000 minutes.

- Applicable to local and international destinations. iv
- Inbundle minutes depleted on per minute or part thereof v. methodology.
- b. Out of bundle voice billing based on per minute billing methodology.
- c. Full A-Z rate sheet is available upon request.

# 8.6. GSM Voice services - Voice Supreme

- Service dependent upon Telkom mobile coverage. 861
- Subscription based service with outbound calls charged on a per 8.6.2. minute basis (per second billing methodology). 863
- SIM (Subscriber Identity Module) cannot be used in a mobile handset. Must be installed in a fixed location. 8.6.4. Voice only service. SMS (short message service), data and other
- value-added services are not allowed. Roaming not allowed. SIM must be logged onto Telkom Mobile 8.6.5. network

## 8.7. GSM Voice services - Other GSM

- 8.7.1. Service dependent upon MTN, Vodacom or CellC network coverage.
- 8.7.2. Subscription based service with outbound calls charged on a per minute basis (per second billing methodology). Minimum Billing rule applies in cased where variable voice billing
- 8.7.3. is lower than Minimum Billing value.
- 8.7.4. SIM (Subscriber Identity Module) cannot be used in a mobile handset. Must be installed in a fixed location.
- 8.7.5. Voice only service. SMS (short message service), data and other value-added services are not allowed. Roaming onto other networks is not allowed. 8.7.6.

### 8.8. Multi Line Voice service from Liquid Telecom

- 8.8.1. Service is managed by Vox but supplied by Liquid Telecom.
- 8.8.2. Subscription based service with outbound calls charged on a per minute bases (per second billing methodology).
- 8.8.3. Full A-Z rate sheet is available upon request.
- 8.8.4. Fully managed service offering quality of service for voice calls.

## 8.9. Saffire

- 8.9.1. Voice service provisioned over Uncontended Fibre Access Links.
- 8.9.2. Minimum Billing applicable as per Subscriber Agreement. Vox will charge the higher of, Variable voice billing or Minimum Billing.
- 893 Variable voice billing for outbound calls calculated at standard call
- rates (per second billing methodology). Full A-Z rate sheet is available upon request. 8.9.4.
- 8.9.5. Fully managed service offering quality of service for voice calls.

# 8.10. SmartShare

- 8 10 1 Inbound calls to Telkom 086 numbers are routed to Vox's network and delivered to customer site at call rates stipulated in subscriber's agreement.
- 8 10 2 The customer responsible for terms and conditions linked to Telkom's 086 product.
- 8.10.3. Smartshare caters for inbound calls only.
- 8.10.4. Cost savings is achieved only if the calling party is calling from a Telkom fixed line to the 086 number.

### 8.11. Supafone

- 8.11.1. Wireless handset and base-station including a voice rate plan.
- 8.11.2. Various rate plans are available, it is the customer's responsibility to request a full A-Z rate sheet linked to the rate plan contracted in for.
- 8.11.3. Designed for home users and small businesses. 8.11.4. Supports 2 SIP accounts and up to 6 handsets.

# 8.12. Uncapped Voice for Business

- 8.12.1. A maximum of one voice product per customer site.
- 8.12.2. Configuration:
  - 5 Channel Product: 5 Outbound and 10 Inbound calls.
  - 10 Channel Product: 10 Outbound and 20 Inbound calls. 15 Channel Product: 15 Outbound and 30 Inbound calls. iii
- 8.12.3. This service must be used as the primary inbound route for receiving calls.
- 8.12.4. Uncapped 10 and 15 must be provisioned over dedicated Access Links. Uncapped 5 can be provisioned over dedicated or





broadband Access Links. If broadband Access Link, then Vox cannot offer quality of service for voice calls.

- 8.12.5. Uncapped calling covers all South African fixed and mobile destinations as well as select international destinations.
- 8.12.6. Full A-Z rate sheet available upon request.
- 8.12.7. Vox reserves the right to adjust blocked destinations on any uncapped product as deemed necessary to restrict fraudulent activity.
- 8.12.8. Fair use policy to apply in cases of high usage and/or abuse of benefits. Vox will monitor costs and revenue associated with outbound and inbound calls and once high usage and or abuse has been detected, the customer will be notified to move to a higher uncapped rate plan or a Cristal rate plan.
- 8.12.9. The service may not be used in conjunction with bulk outbound calling applications and devices, an example of which is a call centre solution.
- 8.12.10. Subscriptions are billed in advance.
- 8.12.11. Product can be upgraded during contract term. Downgrades not allowed.

## 8.13. Uncapped Voice for Home Users

- 8.13.1. Single uncapped voice service that allows a maximum of one inbound call as well as one outbound call.
- 8.13.2. The service may not be used in conjunction with a PBX, bulk calling applications or intelligent routing devices
- calling applications or intelligent routing devices.
  8.13.3. The service may not be used for commercial purposes. Any use of this offer outside of what is considered reasonable for private, non-commercial use and in instances through mechanisms and means not intended for personal use or the anticipated purpose of the offer will be considered as abuse.
- 8.13.4. This service must be used as the primary inbound route for receiving calls.
- 8.13.5. Uncapped calling covers all South African fixed and mobile destinations. Calls to international destinations will be charged at prevailing rates.
- 8.13.6. Full A-Z rate sheet available upon request.
- 8.13.7. Fair use policy to apply in cases of high usage and/or abuse of benefits. Vox will monitor costs and revenue associated with outbound and inbound calls and once high usage and or abuse has been detected, the customer will be notified and charged at the then applicable rates for all calls made.

## 8.14. Vobi SIP

- 8.14.1. Soft Phone application that is available for free download via
- Apple and Google online stores. 8.14.2. Will only work with Vox voice services.
- 8.14.3. Call rates will be determined by the actual voice service purchased from Vox.8.14.4. Vobi specific terms and conditions will be made available when
- 8.14.4. Vobi specific terms and conditions will be made available when the application is downloaded.
- 8.14.5. Vox cannot guaranty the call quality. Call quality is dependent upon the type of internet connectivity to the mobile handset. The better the internet connection, the better the call quality.

## 9. Caller Line Identification

- 9.1. Customer to ensure that on-site telephony is configured to present Caller Line identification in line with examples below, which comply with the Numbering Plan Regulations and the ITU-T Recommendations relating to the presentation of CLI, particularly ITU-T Recommendations E.164 and Q763. Examples - correct CLI display:
  - Examples correct CLI display: +27123456789 or
  - +27123456789
- 9.2. Calls not displaying correct CLI will be subject to higher call charges or blocked by upstream providers.
- 9.3. It is also forbidden for customers to manipulate CLI. The number displayed should always be a Vox assigned number or valid ported number.

# 10. Number Porting

10.1. Vox complies with number porting regulations. An informational guide can be found here: <u>http://www.number-portability.co.za/porting-faqs.php</u>