

# Fibre to the Home



## 1. Definitions

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

- 1.1. "Contented" means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third-party fibre access network over which the Vox service is delivered. Access Circuit speeds are symmetrical.
- 1.2. "Unshaped" means that Vox does not prioritise or differentiate between different classes of traffic.
- 1.3. "Uncapped" has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>.

## 2. General

- 2.1. These terms are to be read in conjunction with:

- 2.1.1. The General Terms and Conditions
- 2.1.2. Mobile Data terms and conditions
- 2.1.3. Voice terms and conditions
- 2.1.4. Acceptable use policy available at <https://www.vox.co.za/acceptable-use-policy/>

- 2.2. Vox will provide you with contented capped or uncapped, unshaped access to the Vox Network via a fibre circuit at the Customer's selected premises (the "Access Circuit") and the Equipment at a Vox Point of Presence ("PoP"), mobile data and voice over IP services.
- 2.3. The Service provides Internet access by transmitting and delivering IP packets between the Customer's computers connected on the Vox Network by means of the Access Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.

## 3. Throughput Rates and IP Access

- 3.1. Access to, and across, the Vox IP Network is at the maximum throughput rates set forth in the subscriber agreement. Maximum throughput rates are not guaranteed.
- 3.2. Due to the nature of the Internet, Vox can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the Vox Network and the Internet.
- 3.3. IP throughput rates may also be reduced by Vox in accordance with its Fair Access Policy available at <https://www.vox.co.za/acceptable-use-policy/>
- 3.4. Vox reserves the right to implement a Fair Use Policy on certain upstream Fibre provider networks.

## 4. Data Accumulation

- 4.1. Unused Capped Fat Pipe Data rolls over to the following months.
- 4.2. Rolled over Fat Pipe Data accumulates to a maximum of 6 times the base Data allocation.
- 4.3. Subscribers who downgrade between capped FTTH products will lose accumulated data if their accumulated data exceeds the maximum unused limit of the product to which they are downgrading i.e. if he/she has 1200GB unused data (from a 200GB FTTH product) and downgrades to a 100GB FTTH product, he/she will lose 600GB (1200GB - 600GB) and be left with the remaining 600GB on the newly subscribed 100GB product.
- 4.4. Subscribers who terminate a Capped Fat Pipe Data service will lose any accumulated data.

## 5. Access Circuit

- 5.1. Vox or the network operator supplies, configures and tests the Access Circuit.
- 5.2. Each network operator defines its own standard installation. If a non-standard installation, re-installation or any move of equipment is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the Access Circuit. Such costs shall either be charged by the relevant network operator directly to the Customer, or through Vox, depending on the business model of the network operator.
- 5.3. At any point after installation of an Access Circuit Vox shall be entitled to replace the Customer's Access Circuit with any other Access Circuit provided that:
  - 5.3.1. The replacement of an Access Circuit does not result in the Customer incurring any additional charges; and
  - 5.3.2. The quality of the new Access Circuit is equal or better than the replaced Access Circuit.

## 6. Equipment

- 6.1. The Equipment will be provisioned with a standard configuration in respect of the ordered Service.

- 6.2. You must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Access Circuit and a 220V energy supply to the position the Equipment is not greater than 2 metres.
- 6.3. In the event of failure of the Equipment, Vox will repair or replace (at Vox's discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, you must return the original Equipment to Vox.
- 6.4. You accept liability for any costs incurred by Vox as a result of repair or replacement of Equipment where the Equipment failure was caused by your use, misuse or changes to the Equipment, other than as previously agreed to in writing by Vox.
- 6.5. Vox will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with Vox.
- 6.6. Ownership of the Equipment vests in the Vox. Equipment is not subject to a rent-to-own contract.

## 7. IP Addresses

Vox will dynamically assign IP addresses from Vox allocated blocks obtained from AfriNIC. Any IP address allocated by Vox to you remains the property of Vox and you will have a non-transferable licence to use such addresses for a limited time.

## 8. Reporting Service

Vox may provide usage information in the online customer zone. The content of any usage information will only be visible to authorised users or authorise Vox employees. Usage information purposes only and will not be used to calculate any service credits.

## 9. Resale of Service

Resale of the bundled services (VoIP, Mobile Data, Fat Pipe Data, Fibre Line and Equipment) is not permitted.

## 10. Accuracy of Your Information

You will provide Vox with accurate and up to date information: (i) when completing the Vox documentation; and (ii) when you contact Vox to report a suspected fault and is asked a standard set of structured questions. Vox shall not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

## 11. Maintenance

Scheduled maintenance on the Vox Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the Access Circuit. Vox and the network provider reserves the right to perform emergency maintenance without prior notice, but Vox shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

## 12. Set Up and Configuration/ Installation Fees

- 12.1. Services offered by Vox are all subject to a once-off set up and configuration or Installation fee.
- 12.2. Should Vox offer to conditionally waive or subsidise this fee and Customer terminate your subscription within twelve (12) months of activating the Access Circuit, the full installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.
- 12.3. Network operators may charge a separate installation fee, billed directly to the customer, for the installation of the Access Circuit from the property boundary to within the home - even if and notwithstanding that the service is ordered directly with Vox.

## 13. Security

You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility Vox will not be held liable for any losses arising out of security breaches of your Services.

## 14. Disclaimer

Vox will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the Vox Network.

## 15. Promotional Pricing

- 15.1. Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of Vox.

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- 15.2. Promotional pricing is subject to availability, either from the upstream network operator or Vox and may be withdrawn at any time without notice.

## 16. Cancellation Terms

- 16.1. Customer must give one clear calendar month notice of his/her intention to cancel the service. Cancellations must be processed in the Vox customer portal or sent to Vox in writing.
- 16.2. If a cancellation in terms of clause 16.1 above results in the termination of service prior to the expiration date of a fixed term agreement, then Vox shall be entitled to levy a termination fee equal to the fees that would have become due and payable in respect of the balance of the contract term.
- 16.3. If Customer terminates an Access Circuit prior to it being activated by Vox or prevents Vox from activating the Access Circuit after it has been ordered, then the Customer shall be liable to Vox for any installation and other charges that it is liable to pay the network operator.