

FIXED LTE-A TERMS AND CONDITIONS



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. RICA means the Regulation of Interception of Communication Act
 - 1.2. Kbps means kilobits per second
 - 1.3. Mbps means Megabits per second
 - 1.4. MB means Megabyte
 - 1.5. GB means Gigabyte
 - 1.6. Upload refers to the maximum potential throughput rate at which data may be transferred to the Internet under optimal network conditions
 - 1.7. Download refers to the maximum potential throughput rate at which data may be transferred from the Internet under optimal network conditions
 - 1.8. Network Coverage means the geographical area within which the Internet Services can be accessed and used by the subscriber
 - 1.9. Equipment means the hardware, including but not limited to a modem and router, which are owned by Vox Telecom, unless purchased outright by the customer
 - 1.10. Data Cap means the amount of data allocated as part of the service subscription (e.g. 50GB is allocated to the package and once depleted a Top Up could be purchased).
 - 1.11. Upgrade/ Downgrade means changing the subscribed package to either a higher or lower data allocation respectively.
 - 1.12. Best Effort refers to a data service where Upload or Download speeds cannot be guaranteed by the service provider or upstream provider based on the nature of the LTE network, and subscriber access method.
 - 1.13. Top Up refers to a once off add-on bundle of data purchased to supplement a capped service account.
 - 1.14. 'In Coverage' refers to a geographical area deemed within the LTE upstream provider network covered area, where the address for which the LTE service is being ordered.
 - 1.15. 'Out of Coverage' refers to any geographical location which does not fall within the 'In Coverage' area.
 - 1.16. Promotional Period means the period during which a promotional offer may be subscribed to, e.g. Between April 01 and April 30
 - 1.17. Promotional Offer refers to the product offered on promotion.
 - 2.13. The Data Cap included in the monthly subscription will be replenished on the 1st day of every month.
 - 2.14. Top Ups may be purchased via the Customer Zone.
 - 2.15. If the account billing method is 'Debit order', Top-ups can be purchased twice on account and thereafter via Credit Card
 - 2.16. If the account billing method is 'Cash' or 'Direct Deposit', Top-ups can be purchased via Credit Card only.
 - 2.17. Unused data which is part of the subscribed bundle does not roll over to the following month on the Cell C Fixed LTE products
 - 2.18. Unused data which is part of the subscribed bundle rolls over for one calendar month only on rain Fixed LTE products.
 - 2.19. Billing and data allocation is pro-rated for new subscriptions.
 - 2.20. Top Up data bundles are valid for 30 (thirty) days from date of purchase. E.g. a Top Up purchased on December 17th will be valid until January 16th.
 - 2.21. Orders for LTE can only be processed should the subscriber address be deemed In Coverage.
 - 2.22. Failure to adhere to agreed delivery arrangements with the courier company will result in the order being cancelled automatically.
 - 2.23. The courier company will attempt to contact the subscriber on three consecutive days, failing which the order will be cancelled.
 - 2.24. A cancelled order of this nature will require a new order to be placed which will restart the fulfilment process.
 - 2.25. Should any charges be incurred to install outdoor router hardware, these charges will be billed to the subscriber's account.
 - 2.26. Should a router be deemed faulty due to subscriber negligence, a collection fee may be levied to the subscriber account to defray courier costs.
 - 2.27. Landowner's consent is required for outdoor unit installations.
 - 2.28. Should any LTE order be placed within coverage and used at a location deemed Out of Coverage, Vox accepts no liability for potential lack of, or degraded, service.
 - 2.29. The subscriber will be liable for cancellation costs as per Vox's General Terms and Conditions should the LTE services be used in an 'Out of Coverage' area as described in 1.15, and subsequently terminated by the subscriber (Consumer Protection Act cooling off cancellation terms do not apply).
 - 2.30. In the event of a subscriber choosing to purchase router hardware outright, the router becomes the property of the subscriber and cannot be returned to Vox.
 - 2.31. In the event of a subscriber choosing a rental product option, the router remains the property of Vox and will be collected should the subscription be terminated at any point in time.
 - 2.32. A fixed cancellation fee will be levied against the customer account in the event of a router rental agreement being terminated to defray collection fees by Vox, in addition to the standard notice period fee for termination of the data account.
 - 2.33. The upstream provider (Mobile Network Operator) may at its discretion implement traffic management rules which prioritize real-time traffic e.g. video streaming or browsing over non-real time traffic like torrents or large file downloads during busy periods.
 - 2.34. Data speeds may also be reduced during busy or peak network times.
- ## 2. Specific provisions pertaining to Vox Fixed LTE provided by rain or Cell C Mobile Network
- 2.1. All hardware will include a 12-month manufacturer's warranty.
 - 2.2. All Vox LTE packages are Best Effort services.
 - 2.3. Should the customer (in terms of the CPA) terminate the service due to a lack of service functionality, Vox will not levy a terminate fee beyond the standard router recovery fee.
 - 2.4. Should a Customer decide to cancel their Fixed LTE-A service contract, the inclusive monthly data as well as their Top-Up bundles, if applicable, will terminate at the end of the following month.
 - 2.5. The data allocation subscribed to at the beginning of the final month of service will be available until 23:59 on the last day of the month.
 - 2.6. The initial data allocation and commensurate billing is pro-rated for all Fixed LTE-A services.
 - 2.7. An early cancellation penalty may be levied should a contract be prematurely terminated.
 - 2.8. Upgrades and downgrades of Vox LTE packages are permitted, however will only be activated on the first day of the following month.
 - 2.9. Any unused data is forfeited when Upgrading or Downgrading on either rain or Cell C Fixed LTE
 - 2.10. Example: Should 10GB of data remain of your subscribed data bundle at month end; this 10GB will not be added to the new data allocation.
 - 2.11. Vox LTE packages are available on month-to-month 12 or 24-month contracts, as defined by the specific product.
 - 2.12. All rented hardware i.e. Router/s included with the 12 or 24-month term remain the property of Vox and will be collected upon termination of the contract.
- ## 3. Cancellation Terms
- 3.1. Customer must give one clear calendar month notice of his/her intention to cancel the service.
Example: If cancellation is logged on February 20, the LTE service will terminate at the end of the following month; on March 31.
 - 3.2. Cancellations must be processed via the Vox Customer Zone or sent to Vox in writing.
 - 3.3. If a cancellation in terms of clause 3.1 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 reasonable termination fee, including any penalty fees which the Upstream Service Provider may levy to Vox.

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4. General Promotional Terms

- 4.1. Promotional product offers online or via any Vox media from time to time are limited to the advertised products only.
- 4.2. Migrations to promotional products are not permitted from existing Fixed LTE services.
- 4.3. Upgrades or Downgrades to promotional products are not permitted from existing Fixed LTE subscriptions, unless otherwise stated in the Promotional Terms of Service.
- 4.4. Promotional offers are for new sales only.
- 4.5. Any recurring data subscription discount or special pricing offered will be valid as stipulated in the Promotional Offer and subject to the Promotional Terms of Service.
- 4.6. Hardware sold as outright purchase is not affected by any promotional LTE data subscription offer, unless otherwise stated.
- 4.7. Should the advertised promotional pricing cease to be made available online, the promotion is deemed to be over and standard pricing will apply.
- 4.8. Standard termination terms apply including applicable termination penalties or fees, unless stated otherwise in the Promotional Terms of Service.

5. April 2019 Promotion – 100GB Cell C Fixed LTE

- 5.1. Promotional period is between April 9 and April 30, 2019
- 5.2. Promotional offer is limited to Cell C 100GB Fixed LTE data subscriptions only.
- 5.3. Promotion is available for new sales only.
- 5.4. All 100GB Cell C Fixed LTE packages will be discounted to the advertised 50GB Cell C Fixed LTE subscription rate until June 30, 2019 where after the subscription will revert to the advertised 100GB subscription rate.
- 5.5. Activation/ Delivery is free on the 100GB Cell C Fixed LTE package subscribed to and approved during the Promotional Period.
- 5.6. Activation/ Delivery will be free on all Cell C Fixed LTE packages subscribed to during the Promotional Period.
- 5.7. Standard fulfillment process applies to all subscriptions.

6. Promotional Terms of Service

- 6.1. Should a subscriber terminate the promotional subscription during the first six (6) months, a termination penalty of R 600 excluding VAT will be levied against the subscriber account.
- 6.2. Termination notice is required for all Fixed LTE subscriptions and standard charges apply.
- 6.3. Router hardware will not be subject to any discount, either on outright purchases or monthly rental options.

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