

# VOX APN 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. 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. 1000 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. Migration means moving to a package, of the same technology, of either a lower or higher subscription value.
- 1.12. Network means the mobile telecommunication network and/or the wireless platform for Internet and/or voice services that is resold by the Supplier.
- 1.13. Network Coverage means the geographical area within which the Mobile Network Operator data services can be accessed and used by the subscriber.
- 1.14. Top up means the data bundle purchased for use after the in-bundle data has been depleted.
- 1.15. RICA means the Regulation of Interception of Communication Act.
- 1.16. MNO means Mobile Network Operator.
- 1.17. CDR means Call Data Record as supplied by the Mobile Network Operator
- 1.18. FQDN means Fully Qualified Domain Name
- 1.19. The Customer means Vox's end- customer or subscriber who has contracted to use the Mobile Data, AnyNet or Private APN products referred to herein.

## 2. Specific provisions pertaining to all 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 utilised and may vary according to subscriber congestion.
- 2.3. It is the subscriber's 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. To use their own hardware, customer must ensure the hardware supports the following:
  - 2.7. CHAP and PAP as an authentication method.
  - 2.8. Editable APN profiles where username, password and APN name can be saved.

- 2.9. 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.

## 3. Specific provisions pertaining to the Vox Private APN product

- 3.1. Private APN allows direct access to a customer IP network hosted by Vox Telecom from data-enabled SIM cards.
- 3.2. Unique APN name needs to be a Fully Qualified Domain Name, registered to the customer.
- 3.3. Private APN are native i.e. MTN APN allow data connections from MTN SIM cards; Vodacom APN allow data connections from Vodacom SIM cards.
- 3.4. Private APN do not include any services for the SIM card besides a route from the MNO to the Vox Core Network from where the data is routed The Customer IP network.
- 3.5. Should the Customer require ancillary services for the APN which their existing MPLS does not provide E.g. Internet Breakout, Firewall, Proxy Services, these are for The Customer account and should be scoped prior to the APN set up.
- 3.6. The Customer provides the IP Address range which the APN is configured to deliver to the SIM cards.
- 3.7. The IP Address range is injected into The Customer MPLS VRF as is i.e. any routing or switching of the IP addresses is managed by The Customer on the LAN/ WAN.
- 3.8. Each SIM card is required to be provisioned to the Private APN at MNO level before a connection to the APN may be established.
- 3.9. If the SIM card is provided by Vox, Vox requests it to be provisioned to the Private APN.
- 3.10. If the SIM card is provided by another Service Provider, The Customer arranges provisioning of the SIM card to the Private APN.
- 3.11. Vox Telecom can provide data usage reports per SIM card, and per APN, subject to receiving the CDR files from the MNO, via the Vox Insight APN Portal
- 3.12. No granular reporting is provided for the SIM cards by default e.g. URL access, Content Downloads, File Server Access, Protocol-specific access and logging etc.
- 3.13. Data capping per SIM card is not a feature of the Private APN
- 3.14. The Private APN data bundle is not hard capped and, once reached, will result in Out of Bundle billing to The Customer account.
- 3.15. The security and use of the APN SIM cards remain the responsibility of the customer.
- 3.16. The Customer is responsible for the SIM cards in terms of RICA legislation.
- 3.17. Data bundles will be depleted in 1KB intervals, and the minimum usage charge of R0.02 (ex VAT) per session may apply.
- 3.18. Minimum usage charges are calculated by the Mobile Network and applied when a data connection from a SIM card is smaller than a minimum billing unit of 1Megabyte.
- 3.19. Usage reporting is provided per Private APN via the Vox Insight APN portal.
- 3.20. Data usage reporting is CDR-based, meaning as the CDRs are sent by the Mobile Network Operator they are displayed within the Insight Portal.
- 3.21. Vox cannot enforce real-time delivery of data CDRs and thus the usage reporting may be delayed.
- 3.22. The Customer is responsible for RICA information pertaining to its SIM user information and for accurately recording SIIM owner or user information.

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## 4. Specific provisions pertaining to the Vox Anynet APN product

- 4.1. Customer may subscribe to an Anynet APN data bundle and use both MTN and/or Vodacom SIM cards to connect to and use the data bundle.
- 4.2. Anynet APN provides Internet access to the SIM cards via the Vox Telecom Internet breakout.
- 4.3. IP addresses for Anynet APN SIM cards are issued on Vox Telecom carrier private IP address range.
- 4.4. Customer should create a username per SIM card purchased, and use and configure the appropriate APN name, username and password before a connection to the Anynet APN data bundle can be established
- 4.5. Anynet APN does not provide access into a customer private network, unless via a VPN Connection established from the SIM card-bearing device.
- 4.6. Customer manage their SIM cards with username online via the Vox Telecom Customer Zone portal.
- 4.7. Individual data caps (limits) are set for each username/SIM card on The Customer Zone.
- 4.8. The Anynet APN data bundle is not hard capped and, once reached, will result in Out of Bundle billing to The Customer account, based on the applicable rate per megabyte as described on the original quotation and contract
- 4.9. Reporting on Anynet APN product is limited to data usage per SIM /Username and total APN data bundle usage.
- 4.10. No granular reporting is provided for the SIM cards e.g. URL access, Content Downloads, File Server Access, Protocol-specific access and logging.

## 5. Specific provisions pertaining to the Mobile Network Operator public Internet APN and other value-added services.

- 5.1. Vox Telecom will remove by default the SIM card ability to connect to the Public Internet APN on the respective Mobile Network, either by adding the required inhibitor service or by de-provisioning the SIM card from the relevant APN.
- 5.2. Should the Customer request from Vox Telecom, by signing and returning the required authorization form, that the Public Internet APN be added, or the inhibitor removed, all data usage charges which may arise from the SIM card connecting to the Public Internet APN will be billed to The Customer account, in arrears, at the relevant rate charged by the Mobile Operator to Vox Telecom.
- 5.3. Any data usage charges arising from a connection or connections established by the SIM card to the Public Internet APN will be billed by the respective Mobile Network Operator at their standard Out of Bundle data rate per Megabyte or part thereof.
- 5.4. The data usage is not visible on any Vox Telecom customer zone as the Public Internet APN is not a Vox Telecom APN.
- 5.5. All Value-Added Services (VOICE, SMS, MMS, WASP, USSD, INTERNATIONAL ROAMING) are inhibited in the same way as described in 5.1 on all SIM cards issued by Vox Telecom.
- 5.7. A call limit of R 50 is added by default to all SIM cards issued by Vox Telecom
- 5.8. Note that this call limit cannot be guaranteed by the Mobile Network and, should costs arise from out of bundle usage of any VAS or Public Internet APN usage, Vox Telecom reserves the right to recover these charges at the relevant rate charged by the Mobile Network Operator.

- 5.9. International Roaming data usage will be billed to the SIM card and added to the customer's Vox Telecom account.
- 5.10. International Roaming billing can be delayed for as much as 6 months due to the host country (the country visited) Mobile Network sending billing info to the relevant South African Mobile Network Operator.
- 5.11. Should a customer incorrectly configure the Vox APN name, username or password resulting in any billable usage on the Mobile Network Operator's network, Vox Telecom reserves the right to recover the cost of this usage from the customer's account.
- 5.12. The Customer accepts liability for any additional billing which may arise from the use of the SIM card and remains responsible for the SIM card until Vox Telecom receives instruction to terminate the SIM from the customer, or when the contract with which the SIM data service is bundled comes to fruition and terminates.

## 6. Specific provisions pertaining to the Vox Insight APN portal

- 6.1. Vox Insight APN portal is a GUI (graphical user Interface) intended for use to monitor, report on and track Private APN data usage via the processed CDRs received from the Mobile Network Operator.
- 6.2. A customer login will be sent to each Customer Administrator once the Private APN is loaded into the Insight Portal.
- 6.3. Vox will request from The Customer a list of SIM owners (either user name or site name) which will be uploaded into the Insight Portal.
- 6.4. Customer access to the Insight Portal will provide access to the Knowledge Base feature which must be navigated to access the various reports and features available.
- 6.5. Should a Customer APN be configured with a Radius server from the Insight Portal upstream provider, certain features can be accessed e.g. data use policy creation, where a data limit per SIM user may be set up and configured to either notify or lock the user's Private APN access.
- 6.6. Vox is not liable for APN data abuse, nor for data use because of mismanagement of The Customer users.
- 6.7. The Customer is responsible for monitoring and managing its data use via the reports available on the Insight APN portal.
- 6.8. The upstream provider of the Insight APN portal is not liable for any delay in CDR information received or not received from the Mobile Network Operator.
- 6.9. Whilst every effort has been made by Vox to ensure the accuracy of all content and data ["the data"], Vox is ultimately reliant on third parties for the supply and accuracy of the data and as such cannot and does not guarantee the availability and or accuracy of the data represented via its reporting portals, web sites or automated emails.
- 6.10. By using such service, The Customer takes full responsibility for the safeguarding of the data accessed and agrees to treat the data as confidential and to use it for its intended purpose only. You agree not to use the data for any unlawful, improper or immoral purpose, nor to infringe the provisions of any relevant legislation.
- 6.11. Under no circumstances will Vox be held liable for any delay in the delivery of the applicable reports and or alerts which may be due to or caused by the delay in the billing procedures of, or reporting of the data by, The Customers service providers, nor will Vox be held liable in anyway
- 6.12. whatsoever for any errors or omissions in the data or for any loss or damage of any kind incurred because of the use of any of the data accessed via its reporting portals, web sites, automated emails and or automated alerts.
- 6.13. Any material downloaded or otherwise obtained using the applicable service is done entirely at The Customer's own discretion and risk and they will be solely responsible for any damage to the, computer system or loss of data that results from the download of any such material. The "admin" function available to The Customer is to be used entirely at The Customer's own discretion and risk and under no

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circumstances whatsoever shall Vox be liable to The Customer or any third party for any direct, indirect or consequential, monetary or any other damages, howsoever arising out of the use thereof.

- 6.14 Vox has taken appropriate measures to provide confidentiality and to safeguard all information contained here within, but due to the nature of the Internet, we cannot guarantee complete security and as such The Customer hereby acknowledges that it utilizes the service at its own risk.

## 7. Limitation of liability

- 7.1 Under no circumstances shall Vox be liable to The Customer for any direct, indirect or consequential, monetary or other damages, whether in contract, delict or otherwise, howsoever arising out of

- 7.2 or relating to its performance or failure to perform the applicable service under this agreement.
- 7.3 Without derogating from the generality of the aforesaid, it is agreed that Vox will not be in any manner whatsoever liable for any issues at all (including but not limited to issues relating to the integrity of or access or lack thereof to data) that may arise with its Insight APN platform, the reporting and or the alerting and Vox cannot and will not be held liable in any instance.
- 7.4 For the sake of certainty and clarity Vox will not be liable at all: if its alerts do not go out for any reason whatsoever; if its automated reports do not go out for any reason whatsoever; if it does not report and/or represent the data accurately for any reason whatsoever; if The Customer, in using Vox's Admin [Self Help] tools makes a mistake and/or if the admin function does not work effectively for any reason whatsoever; and/or if Vox's platform is not available for reasons outside of its control.

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