

VOX WIFI  
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. FUP means Fair Usage Policy which applies as and where specified to uncapped data plans\
  - 1.7. Network Coverage means the geographical area within which the Internet Services can be accessed and used by the subscriber
  - 1.8. Equipment means the hardware, including but not limited to a Wireless Access Point.
  - 1.9. Migration means moving to a package of the same technology of either a lower or higher subscription value
  - 1.10. Bundle means where more than one service is packaged as one solution
  - 1.11. Data Cap means the amount of data allocated as part of the package subscription (ex. 1GB is allocated to a user and once the 1 GB is depleted additional data would need to be purchased or out of bundle usage will apply
  - 1.12. In-Bundle means the allocated data included as part of the client's rules. This will differ based on the rule applied by the client.
  - 1.13. Managed Service refers to managing and maintenance of customer premises equipment related to the contracted WiFi Service.
  - 1.14. ISM Band spectrum is an Open Spectrum, sharing with surrounding other devices on 2,4Ghz and 5,8Ghz.
  - 1.15. "client" means the party specified in the Agreement as the contact person
  - 1.16. "end user" means any person making use of the WiFi Service;
  - 1.17. "Rental" means equipment owned by Vox, rented to the client for the duration of the agreement for use of the service
  - 1.18. "Hotspot" means collectively an Internet connection, wireless access point (s) and the Authentication Software where applicable.
  - 1.19. "Hotspot Site" means the physical premises where the service is deployed.
  - 1.20. "Router" means the Router located on the Hotspot Site and provides connectivity between the Hotspot Site and the core network;
  - 1.21. "Wireless Internet Access" means access to the Internet via the Hotspot Service operated by Vox
  - 1.22. "Free WiFi" means the free specified amount of data/time offered by the Client to its end user/s;
  - 1.23. "Software" means the software provided by Vox, required to deliver the WiFi Service
2. SPECIFIC PROVISIONS PERTAINING TO VOX WIFI SERVICES
    - 2.1. Vox Telecom will provide the Client with a WiFi solution which will enable the Client to provide end users with access to the Internet via WiFi, through the use of Vox Telecom managed infrastructure and software licenses provisioned for the use of the client.
    - 2.2. The Service will consist of the options chosen by Client as specified in the relevant Quote issued by Vox Telecom
    - 2.3. It is the intention of the parties that these Terms and Conditions apply to and shall control the provision of all the WiFi Services provided by Vox Telecom to the Client.
    - 2.4. Free WiFi will be provisioned according to the clients wishes, options range from Uncapped to bandwidth limitations, data or time values.
    - 2.5. Purchases on Account will be limited to the subscriber's applicable credit limit as determined by Vox Telecom
    - 2.6. Site survey is the first phase of the installation, if the subscriber insists on a pre-installation site survey, the subscriber is responsible for the cost of the site survey
    - 2.7. The quoted pricing is indicative and is subject to change based on the physical site survey.
      - 2.7.1. If the pricing is affected after the site survey, the customer can re-sign for the same period with the adjusted pricing.
      - 2.7.2. If the pricing does increase after conduction of the site survey, the customer may choose not resign the contract with adjusted pricing without incurring penalties for the site survey.
    - 2.8. Failure to provide the correct information on the WiFi Questionnaire document can result in an incomplete survey thus delaying final installation and a penalty fee will be charged.
    - 2.9. In the event that a cherry picker or scaffolding is required to conduct the installation, this will be for customer's account.
    - 2.10. In the event that equipment has to be swapped out the once off installation and / or decommission fee applicable will apply
    - 2.11. Customer Specific LAN and networking equipment is excluded
    - 2.12. In Contract: New Pricing will be available to current customers under the following conditions:
      - 2.12.1. New contract is signed and must be for the same period as the existing contract i.e. the original contract is 24 months, a new 24-month contract will need to be signed.
      - 2.12.2. The value of the new contract must equal or exceed the Rand value of the existing contract (rounded down to the next lowest Mbps where required)
    - 2.13. Out of Contract:
      - 2.13.1. New pricing will apply to any new contract signed
    - 2.14. The contract term is 24 months with 30 days' notice for cancellation after expiration.
    - 2.15. Early cancellation fee applies if service is cancelled before the end of contract: outstanding months x Monthly Recurring Cost
    - 2.16. Cancellation fee applies if service is cancelled between service order and implementation.

### 3. FEES AND CHARGES

- 3.1. Billing for the WiFi service commences from installation and activation of the WiFi service and not from cutover of total solution or value-added services

### 4. CLIENT'S RESPONSIBILITIES

- 4.1. Provide an appropriate environment for housing the WiFi equipment as agreed to by the parties in pre-installation site meetings and/or documentation;
- 4.2. Take reasonable steps to prevent damage to any rental WiFi equipment by Client appointed contractors, employees or guests. It is agreed that the Client shall be responsible for the insurance of the Rental equipment;
- 4.3. Provide any assistance reasonably required by Vox Telecom in any site survey and to facilitate any installation by Vox Telecom at the premises;
- 4.4. Provide adequate electrical outlets for the WiFi equipment to be installed;
- 4.5. Return the WiFi equipment on request from Vox Telecom or upon termination of this Agreement in the same condition in which it was received, fair wear and tear accepted;
- 4.6. Actively promote the Service to its guests;
- 4.7. Shall be responsible for last mile connections, unless such services are being procured from Vox Telecom
- 4.8. To manage and control the end user access.
- 4.9. Ensuring compliance with all applicable laws relating to the provision of the Services, including but not limited to compliance with Vox Telecom applicable telecommunications service license;
- 4.10. Complying with required procedure and architecture for housing and locating the WiFi equipment and for ensuring that where reasonably and technically possible the WiFi equipment is not visible to the public at the premises and are concealed;

### 5. VOX TELECOM SHALL BE RESPONSIBLE FOR:

- 5.1. The provision of all infrastructure requirements required for the provision of the Services, including hardware, software, support and infrastructure support services;
- 5.2. Provide a helpdesk for enquiries in relation to the Services;
- 5.3. The installation and maintenance of the WiFi equipment at the Premises.
- 5.4. The management of any on-site resources and infrastructure at the Premises;
- 5.5. The back-end management of the WiFi Service and associated infrastructure and training of Client staff on the functionality and basic support of the Services.
- 5.6. Vox Telecom cannot guarantee that the signal generated from the WiFi equipment installed in the Client premises will broadcast outside of a particular Client site.
- 5.7. Talk about the Linkyfi License, valid to certain uses

### 6. OWNERSHIP

- 6.1. Vox Telecom shall at all times be and remain the owner of the WiFi equipment on rental and nothing in this Agreement shall be construed so as to confer any rights or interest therein to the Client unless an Outright Purchase agreement is signed.
- 6.2. On termination of this Agreement, the Client shall forthwith return all WiFi equipment to Vox Telecom in the same condition as it stands on the Effective Date, fair wear and tear excepted.

### 7. MARKETING AND COMMUNICATION SOFTWARE LICENSE

- 7.1. The Client is licensed for the period of the contract to use the software as a captive portal and promote this products and services to his customers.
- 7.2. Vox will provide a simple user manual on how to use the software
- 7.3. On expiry of the contract period, the portal will stop functioning
- 7.4. The client shall not:
  - 7.4.1. Sell, rent, lend, transfer or sublicensed the license to another party
  - 7.4.2. Sub-license, assign, encumber, disclose or otherwise transfer the software to any other party.
  - 7.4.3. Represent that it is the owner or proprietor of the Software
  - 7.4.4. challenge the validity or enforceability of, and or ownership and entitlement to use, any of the Software or Intellectual Property Rights in or to the Software;
  - 7.4.5. engage in any activity not expressly mentioned in this Agreement;
  - 7.4.6. use the Software outside the Authorised Territory;
  - 7.4.7. redistribute the Software;
  - 7.4.8. modify, enhance or make any adaptations to the Software; reverse engineer, decompile, disassemble the Software, create any derivative works based on the Software or embedding the Software in any other product; and
  - 7.4.9. in any way whatsoever, compromise, or interfere with, the lawful use and exploitation of the Software by UC Wireless or any third party who is duly authorised to use the Software.
- 7.5. Should the Client require marketing material to advertise the WiFi service, this will be for the account and cost of the Client.
- 7.6. The Client is not allowed to use Vox CI in his marketing collateral without written consent from Vox