

ADSL 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 meaning:

- 1.1. "ADSL Line" means an Asymmetric Digital Subscriber Line.
- 1.2. "Contention Ratio" means the total capacity sold to subscribers versus the total capacity the internet Service Provider has made available to Subscribers.
- 1.3. "GB" means gigabyte.
- 1.4. "Kbps" means kilobits per second.
- 1.5. "Local only data" means the type of data (or bandwidth) that only allows you access to South African locally hosted websites and content.
- 1.6. "Mbps" means megabits per second.
- 1.7. "MB" means megabyte.
- 1.8. "Migration" means moving to a package of the same technology of a higher or lower subscription value.
- 1.9. "Off-peak" refers to any other time not defined as Peak.
- 1.10. "Peak" means 06h00 – 17h59 on weekdays.
- 1.11. "Shaped" means certain services are prioritised over others.
- 1.12. "Throttling" means selectively reducing the speed of certain services in or to comply with the Fair Access Policy once a limit has been reached.
- 1.13. "Unshaped Internet Access" means that the traffic is not prioritised and channelled in a specific order.
- 1.14. "Usage" is the amount of data sent and received.
- 1.15. "POTS" Plain old telephone service, Analogue line purchased through Telkom, all ADSL links run over this service.

2. SPECIFIC PROVISIONS PERTAINING TO ADSL SERVICES

- 2.1. Unused data carries over to the end of the following month unless specified per product.
- 2.2. All unused accumulated data expires on contract cancellation.
- 2.3. All line speeds are dependent on Telkom's network utilisation and are "best-effort" services, meaning the service is in no way guaranteed by Telkom nor by Vox.
- 2.4. Upload and download speeds cannot be guaranteed.
- 2.5. Should a subscriber cancel their monthly contract service, the monthly subscription and usage fee will be calculated on a pro rata basis in the month of cancellation.
- 2.6. The supplier is not responsible for the analogue portion of the ADSL line. It is the subscriber's responsibility to settle any amounts owing directly with Telkom.

3. FAT PIPE HOME ADSL

- 3.1. Two (2) concurrent connections allowed per Fat Pipe account login.
- 3.2. Subscribers can purchase top up data bundles.
- 3.3. The supplier reserves the right to shape usage.
- 3.4. The subscriber account will accumulate unused data for the duration of the subscription to a maximum of six (6) times the subscribed monthly data allocation.
- 3.5. Subscribers who downgrade between Fat Pipe products may 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 Fat Pipe product) and downgrades to a 100GB Fat Pipe, he/she will lose 600GB. (1200GB - 600GB)
- 3.6. Upon termination of the subscription any unused data will be forfeited.

4. UNCAPPED HOME ADSL

- 3.1. The Uncapped packages will only allow two (2) concurrent logins to the internet for Home Uncapped packages.
- 3.2. Subscriber service speed will be divided by two (2) upon concurrent logins being established.
- 3.3. Vox Telecom Fair Usage Policy will be applied to all authenticated uncapped accounts.
- 3.4. Product can be purchased in a bundle with the ADSL line, customer required to supply POTS number

5. ADSL SHARED ACCOUNT

- 5.2 A single data bundle to share amongst data accounts
- 5.4 Security per Data Account: username + password
- 5.4 Upgrades / Downgrades are done online via the Customer Zone
- 5.5 Activate Data accounts via the Customer Zone
- 5.6 Data capping per Data Account
- 5.7 Online data management in real time via Vox Customer Zone (<https://portal.vox.co.za>)
- 5.8 View global data usage, data allocations and out of bundle usage online
- 5.9 Change data caps per username in real time, online, if needed
- 5.10 Online user management (create, edit and view usernames for each Data Account)
- 5.11 Data usage notifications sent via SMS & Email to the user at pre-defined thresholds
- 5.12 Out of bundle rate is 3.85c/MB ex VAT

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6. BUSINESS UNCAPPED ADSL

- 6.1. Business Uncapped is provisioned on a 3rd party network and include a managed router from the 3rd party provider.
- 6.2. Business Uncapped accounts are ADSL line speed specific.
- 6.3. Business Uncapped services are specifically designed to support business protocols only.

7. FAT PIPE BUSINESS ADSL

- 7.1. One (1) concurrent connection is allowed.
- 7.2. Fat Pipe Business is an unshaped service.
- 7.3. ADSL router is provided as part of the subscribed service and managed by Vox Telecom. Customers may not supply their own router for this service.
- 7.4. The service includes a /29 subnet of IP addresses allowing 5 usable static addresses.
- 7.5. The subscriber account will accumulate unused data for the duration of the subscription to a maximum of six (6) times the subscribed monthly data allocation.
- 7.6. Free night time data does not apply to Fat Pipe Business accounts

8. ADSL Line

- 8.1. The supplier is not responsible for the analogue portion of the ADSL line. It is the subscriber's responsibility to settle any amounts owing directly with Telkom.
- 8.2. Vox requires that the customer has a POTS service from Telkom before applying for a new ADSL line, the POTS service can't be transferred to Vox
- 8.3. ADSL lines require 30days cancellation notice and can either be transferred back to owners of POTS service or cancelled dependent on customer request.