



**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.**

## Interpretation

1. 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. The Customer means Vox's end-customer or subscriber who has contracted to use product or services referred to herein
  - 1.11. 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).
  - 1.12. Anytime Data refers to a data allocation for use at any time of the day or night.
  - 1.13. Night Surfer refers to a data allocation applied to a specific time frame during the night, usually between midnight and seven o'clock in the morning. (Mobile Network dependent)
  - 1.14. Upgrade/ Downgrade means changing the subscribed package to either a higher or lower data allocation respectively.
  - 1.15. 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.
  - 1.16. Fixed LTE means the SIM card may be locked to the cellular towers surrounding the location where the SIM card is intended to be used (the order address).
  - 1.17. Fixed LTE is a wireless service and as such is a best effort service with no guarantees on throughput. There are many factors that can affect the speed of the LTE service such as, but not restricted to, signal strength/distance to tower, number of users on the tower, type of service being accessed on the internet and local PC environment.
  - 1.18. Top Up refers to a once off add on bundle of data purchased to supplement a capped service account.
  - 1.19. '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.
  - 1.20. 'Out of Coverage' refers to any geographical location which does not fall within the 'In Coverage' area.
  - 1.21. Promotional Period means the period during which a promotional offer may be on offer, e.g. Between April 01 and April 30 or 'As advertised and available online via [www.vox.co.za](http://www.vox.co.za)'.
  - 1.22. Promotional Offer refers to the product offered during the Promotional Period.
  - 1.23. Upstream Service Provider means the Mobile Operator providing LTE services to Vox for resale to the Customer.
2. **Specific provisions pertaining to Vox Fixed LTE powered by Telkom or rain Mobile.**
  - 2.1. Vox LTE is a data-only service.
  - 2.2. All services other than data (Voice, SMS, USSD, WASP, Roaming) are strictly prohibited.
  - 2.3. All hardware will include a 12-month manufacturer's warranty.
  - 2.4. All Vox LTE packages are Best Effort services.
  - 2.5. 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.
  - 2.6. 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.
  - 2.7. 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.
  - 2.8. The initial data allocation and commensurate billing is pro-rated for all Fixed LTE-A services.
  - 2.9. An early cancellation penalty may be levied should a contract be prematurely terminated.
  - 2.10. Upgrades and downgrades of Vox LTE packages are permitted, however will only be activated on the first day of the following month.
  - 2.11. Downgrades of Telkom LTE package is subject to an administration fee of R404.00 excluding VAT.
  - 2.12. Any unused data is forfeited when Upgrading or Downgrading on Vox LTE powered by rain or Telkom.
    - 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.
  - 2.13. Vox LTE packages are available as month-to-month, 12 or 24-month subscriptions, as defined by the specific product.
  - 2.14. All rented hardware i.e. Router/s which are not purchased outright by the subscriber, remain the property of Vox and will be collected within thirty (30) days of the last day of active service, should the Vox LTE Subscription be terminated.
  - 2.15. The Data Cap included in the monthly subscription will be replenished on the 1st day of every month.
  - 2.16. Top Ups may be purchased via the Customer Zone.
  - 2.17. If the account billing method is 'Debit order', Top-ups can be purchased twice on account and thereafter via Credit Card
  - 2.18. If the account billing method is 'Cash' or 'Direct Deposit', Top-ups can be purchased via Credit Card only.
  - 2.19. Unused data which is part of the Telkom Anytime data bundle is available until the end of the following month.
  - 2.20. Unused data is used first in the following month, before the subscribed data bundle is used.
  - 2.21. Unused data which is part of Telkom Night Surfer data allocation does not roll over.
  - 2.22. Telkom Fixed LTE services do not roam onto the Vodacom network.
  - 2.23. Billing and data allocation are pro-rated for new subscriptions.
  - 2.24. 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.
  - 2.25. Orders for LTE can only be processed should the subscriber address be deemed In Coverage.
  - 2.26. The delivery address specified during the order phase is mandatory to allow the Vox courier service to deliver the service package.
  - 2.27. Applicable RICA proof of address is required by the recipient in his or her personal capacity.
  - 2.28. Should the first delivery attempt fail due to negligence of the subscriber the courier will retry the delivery and the subscriber account billed the additional delivery fee.
  - 2.29. Should any charges be incurred to install outdoor router hardware, these charges will be billed to the subscriber's account.
  - 2.30. Should a router be deemed faulty due to subscriber negligence, an administration fee may be levied to the subscriber account to defray courier costs.

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- 2.31. 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.
- 2.32. 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 1.19, and subsequently terminated by the subscriber (Consumer Protection Act cooling off cancellation terms do not apply).
- 2.33. 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.
- 2.34. 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.
- 2.35. A fixed cancellation fee will be levied against the customer account in the event of a router rental agreement being terminated to defray administration and/ or collection fees by Vox, in addition to the standard notice period fee for termination of the data account.
- 2.36. 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.
- 2.37. Data speeds may also be reduced during busy or peak network times.

### 3. Cancellation Terms

- 3.1. Customer must give one clear calendar month notice of his/her intention to cancel the service.
- 3.2. Example: If cancellation is logged on February 20, the LTE service will terminate at the end of the following month; on March 3
- 3.3. Cancellations must be processed via the Vox Customer Zone or sent to Vox in writing.
- 3.4. 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.
- 3.5. Any subscription which includes a router rental will be subject to an administration fee upon termination of the subscription.
- 3.6. Cancellation of a router rental subscription will initiate the process of collecting the router and the administration fee will be billed to the subscriber account.

### 4. General Promotional Terms

- 4.1. Free-to-use routers remain the property of Vox and do not cede to the subscriber, unless a purchase agreement is concluded between the subscriber and Vox at the end of the subscription term.
- 4.2. Upon termination of the Free-to-use subscription the router hardware must be returned to Vox within 30 days of the final day of use, at the cost of the subscriber.
- 4.3. Free-to-use router must be returned to Vox in a reasonable condition.
- 4.4. Should the subscriber choose to have Vox collect the router an administration fee will be charged to the subscriber account.
- 4.5. Should the hardware not be returned to Vox by the subscriber within the prescribed 30 days, Vox will charge a fee equal to the full recommended retail price of the device to the subscriber account.
- 4.6. Promotional product offers online or via any Vox media from time to time are limited to the advertised products only.
- 4.7. Migrations to promotional products are not permitted from existing Fixed LTE services.
- 4.8. Upgrades or Downgrades to promotional products are not permitted from existing Fixed LTE subscriptions, unless otherwise stated in the Promotional Terms of Service.
- 4.9. Promotional offers are for new sales only.

- 4.10. 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.
- 4.11. Hardware sold as outright purchase is not affected by any promotional LTE data subscription offer, unless otherwise stated.
- 4.12. Should the advertised promotional pricing cease to be made available online, the promotion is deemed to be over and standard pricing will apply.
- 4.13. Standard termination terms apply including applicable termination penalties or fees, unless stated otherwise in the Promotional Terms of Service.

### 5. Data Validity Rules for Vox LTE (Powered by Telkom)

- 5.1. All Vox LTE packages are post-paid contracts.
- 5.2. Telkom is the upstream provider of the Vox LTE (powered by Telkom) subscriptions.
- 5.3. The monthly Inclusive anytime data validity period shall expire within two calendar months from the month of allocation. i.e. the inclusive anytime data allocated to your plans on 01 December will expire on 31 January.
- 5.4. The monthly Inclusive night surfer data validity period shall expire in one calendar month from the month of allocation. i.e. the inclusive night surfer data allocated to your plans on 1 December will expire on 31 December.
- 5.5. The unused inclusive anytime data on Vox LTE (powered by Telkom) plans shall roll over to the end of the next calendar month. Rolled over data will be depleted first before the newly allocated inclusive data is used.
- 5.6. The unused inclusive night surfer data on Vox LTE (powered by Telkom) plans shall not be carried over to the next calendar month.
- 5.7. Night Surfer Data is valid between 12am – 7am, every day of the year.
- 5.8. The Vox LTE (powered by Telkom) packages are promotional offers and Telkom reserve the right to retract the offer at any time and with no prior warning to Vox.
- 5.9. Telkom reserve the right to throttle and/or shape the traffic of the Vox LTE (powered by Telkom) service in the network peak times between 6pm and 11pm daily.
- 5.10. Vox LTE (powered by Telkom) post-paid subscribers shall be allocated the inclusive Telkom Anytime data bundle and equal Night Surfer data bundle at the beginning of the month.
- 5.11. The Vox LTE (powered by Telkom) post-paid subscribers who deplete their inclusive allocated data, before expiry date have an option to top-up/purchase the LTE/LTE-A Once-off data bundles, which expires within 61 days for Anytime data and within 31 days for Night Surfer data from the date of activation.
- 5.12. Vox LTE (powered by Telkom) post-paid subscribers who top-up/purchase the LTE/LTE-A Once-off bundles (which expires within 61 days for Anytime data and within 31 days for Night Surfer data), if not completely utilized will be allowed to carry over the remainder of the LTE/LTE-A Once-Off data into the next month, and shall expire on the set expiry date.
- 5.13. At the beginning of the new month, Vox LTE (powered by Telkom) post-paid customers shall be allocated the inclusive data which is anytime data and night surfer data. The inclusive allocated data will always be the primary bundle that will be consumed first and there-after the remainder of the data bundle carried over of LTE/LTE-A Once-Off bundle if applicable.
  - For example, a subscriber who depletes his/her inclusive data on the 20th October and top-up/purchase the LTE/LTE-A Once-off bundle which expires within 61 days for Anytime data and within 31 days for Night Surfer data from the day of activation.) The LTE/LTE-A Once-off bundle will expire on 19th December. On 1st November, the inclusive data will be allocated and the remaining LTE/LTE-A Once-off data bundle, will be carried over. The inclusive allocated data will always be the primary bundle that will be consumed first and once depleted then the remaining LTE/LTE-A Once-Off data bundle shall be consumed if still available.

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- 5.14. Subscription to Telkom's Vox LTE (powered by Telkom) service is subject to the availability of its LTE network coverage within the specified location and the subscriber will not be able to roam on Vodacom network.
  - 5.15. The Vox LTE (powered by Telkom) service is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate, Telkom cannot guarantee and / or be held liable for lack of network coverage, reliability and throughput outside its specified LTE coverage areas.
  - 5.16. Should a subscriber use his Vox LTE (powered by Telkom) service for mobility purposes Telkom shall not be liable for lack of LTE coverage and/ or throughput outside of its LTE coverage areas
  - 5.17. Telkom shall endeavour to ensure that LTE coverage is available where Telkom stipulates it has LTE coverage. Telkom shall not, however, be held responsible for customers' failure to access the Internet in areas that are not eligible for LTE.
  - 5.18. A compatible device is required to use Telkom's LTE services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
  - 5.19. Telkom's LTE network currently supports voice calls; however, a subscriber will be required to contact Support on 081 180 through any means of communication available to them to request that the voice capability be enabled on their service.
  - 5.20. Vox will load a zero Rand call limit on every Telkom LTE contract subscription to avoid possible out of bundle billing, however Telkom does not guarantee the call limits.
  - 5.21. Telkom's LTE network is supported on the 2300MHz TDD Radio frequency spectrum and the experience may vary depending on the wall thickness at your premises/ location.
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