

Fibre to the Home



1. Definitions

Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions.

- 1.1. **"Contented"** means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third-party fibre access network over which the Vox service is delivered.
- 1.2. **"Unshaped"** means that Vox does not prioritise or differentiate between different classes of traffic.
- 1.3. **"Uncapped"** has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>.

2. Resale of Service

Except where the Customer has obtained all the regulatory approvals and have entered into a reseller agreement with Vox, the resale of the Services or any bundled part thereof (e.g. VoIP, Mobile Data, Fat Pipe Data, Fibre Line and Equipment) is not permitted.

3. Contract Documents

- 3.1. These terms are to be read in conjunction with:
 - 3.1.1. The General Terms and Conditions
 - 3.1.2. Mobile Data terms and conditions
 - 3.1.3. Voice terms and conditions
 - 3.1.4. Acceptable use policy available at <https://www.vox.co.za/acceptable-use-policy/>

4. Service Description

- 4.1. Vox will provide the Customer with contented capped or uncapped, unshaped access to the Vox Network via a fibre circuit at the Customer's premises as indicated on the Subscriber Agreement (the "Circuit") and the Equipment at a Vox Point of Presence ("PoP"), mobile data and voice over IP services.
- 4.2. The Service provides Internet access by transmitting and delivering IP packets between the Subscriber Equipment connected on the Vox Network by means of the Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.

5. Throughput Rates

- 5.1. Access to, and across, the Vox IP Network is at the maximum throughput rates set forth in the Subscriber Agreement. Maximum throughput rates are not guaranteed.
- 5.2. Due to the nature of the Internet, Vox can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the Vox Network and the Internet.
- 5.3. IP throughput rates may also be reduced by Vox in accordance with its fair use policy available at <https://www.vox.co.za/acceptable-use-policy/>.
- 5.4. Vox must pass through the fair use policies of certain upstream fibre network providers due to contractual obligations imposed on it by the fibre network providers.

6. Data Accumulation

- 6.1. Unused Capped Fat Pipe Data rolls over to the following months.
- 6.2. Rolled over Fat Pipe Data accumulates to a maximum of 6 times the base Data allocation.
- 6.3. Subscribers who downgrade between capped FTTH products will 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 FTTH product) and downgrades to a 100GB FTTH product, he/she will lose 600GB (1200GB - 600GB) and be left with the remaining 600GB on the newly subscribed 100GB product.
- 6.4. Subscribers who terminate a Capped Fat Pipe Data service will lose any accumulated data.

7. Circuit

- 7.1. Vox or the network operator supplies, configures and tests the Circuit.
- 7.2. Each network operator defines its own standard installation. If a non-standard installation, re-installation or any move of equipment is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the Circuit. Such costs shall either be charged by the relevant network operator directly to the Customer, or through Vox, depending on the business model of the network operator.
- 7.3. At any point after installation of a Circuit Vox shall be entitled to replace the Customer's Circuit with any other Circuit provided that:
 - 7.3.1. The replacement of a Circuit does not result in the Customer incurring any additional charges; and
 - 7.3.2. The quality of the new Circuit is equal or better than the replaced Circuit.

8. Equipment

- 8.1. The Managed Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 8.2. The Customer must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Circuit and a 220V energy supply to the position the Equipment is not greater than 2 metres.
- 8.3. In the event of failure of the Equipment, Vox will repair or replace (at Vox's discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, the Customer must return the original Equipment to Vox.
- 8.4. The Customer accept liability for any costs incurred by Vox as a result of repair or replacement of Equipment where the Equipment failure was caused by the Customer's use, misuse or changes to the Equipment, other than as previously agreed to in writing by Vox.
- 8.5. Vox will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with Vox.
- 8.6. Ownership of the Equipment vests in the Vox. Equipment is not subject to a rent-to-own contract.

9. IP Addresses

Vox will dynamically assign IP addresses from Vox allocated blocks obtained from AfriNIC. Any IP address allocated by Vox to the Customer remains the property of Vox and the Customer will have a non-transferable licence to use such addresses for a limited time.

10. Reporting Service

Vox may provide usage information in the online customer zone. The content of any usage information will only be visible to authorised users or authorise Vox employees. Usage information purposes only and will not be used to calculate any service credits.

11. Accuracy of the Customer's Information

The Customer will provide Vox with accurate and up to date information: (i) when completing the Vox documentation; and (ii) when the Customer contact Vox to report a suspected fault and is asked a standard set of structured questions. Vox shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

12. Maintenance

Scheduled maintenance on the Vox Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the Circuit. Vox and the network provider reserves the right to perform emergency maintenance without prior notice, but Vox shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

13. Set Up and Configuration/ Installation Fees

- 13.1. Services offered by Vox are all subject to a once-off set up and configuration or Installation fee.
- 13.2. Should Vox offer to conditionally waive or subsidise the fee(s) referred to in clause 13.1 above and the Customer terminates the Customer's subscription within twelve (12) months of activating the Circuit, the full installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.
- 13.3. Network operators may charge a separate installation fee, billed directly to the Customer, for the installation of the Circuit from the property boundary to within the home - even if and notwithstanding that the service is ordered directly with Vox.

14. Security

The Customer acknowledge that the logical and physical security measures in relation to the Services are the Customer's sole responsibility Vox will not be held liable for any losses arising out of security breaches of the Customer's Services.

15. Disclaimer

Vox will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the Vox Network.

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16. Promotional Pricing

- 16.1. Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of Vox.
- 16.2. Promotional pricing is subject to availability, either from the upstream network operator or Vox and may be withdrawn at any time without notice.

17. Relocation

- 17.1. The element of the Service that is comprised of the provision of the Circuit is provided to the specific address set out in the Subscriber Agreement with a Circuit leased by Vox from a network operator. Accordingly, the provision of the Circuit is not transferrable to another premises.
- 17.2. Although unused data will be rolled over to a new fibre service in accordance with the provisions of clause 6 above, the Customer's relocation nonetheless necessitates a cancellation of the Service.
- 17.3. Notwithstanding that the cancellation is necessitated by relocation, Vox will recover such costs associated with such cancellation as set out herein from the Customer.
- 17.4. All requests for the Service at new premises shall be subject to a feasibility study to determine whether a network operator has adequate fibre infrastructure in order to provide the Service at the new location.

18. Cancellation Terms

- 18.1. Customer must give one clear calendar month notice of his/her intention to cancel the service. Cancellations must be processed in the Vox customer portal or sent to Vox in writing.
- 18.2. If a cancellation in terms of clause 18.1 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 termination fee equal to the fees that would have become due and payable in respect of the balance of the contract term.
- 18.3. If Customer terminates a Circuit prior to it being activated by Vox or prevents Vox from activating the Circuit after it has been ordered, then the Customer shall be liable to Vox for any installation and other charges that it is liable to pay the network operator.