

# 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.

# Xbox Fibre to the Home Bundle 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. BUNDLE TERMS AND CONDITIONS**

- 1.1. These product-specific terms for the Xbox Fibre to the Home Bundle comprise the Bundle Terms and conditions, the Xbox Rental Terms and conditions and the Fibre to the Home Terms and conditions.
- 1.2. The Xbox Fibre to the Home Bundle comprises an Xbox console - either a Series X or a Series S console - and a Fibre to the Home (FTTH) circuit.
- 1.3. To subscribe to the Xbox Fibre to the Home Bundle, Vox FTTH must be feasible at your physical address.
- 1.4. If it is discovered that the address at which you reside is in a Vox FTTH work-in-progress (WIP) zone, you are not eligible for the Xbox Fibre to the Home Bundle.
  - 1.4.1. During the time that trenching, the laying down of fibre and the reinstating of driveways is taking place, the zone is in the stage known as 'WIP' or Work in Progress.
- 1.5. If the FTTH circuit cannot be provisioned at your address for any reason whatsoever, and you wish to keep the Xbox console:
  - 1.5.1. You will be required to enter into a new standalone Xbox rental agreement at the advertised monthly rental fee.
- 1.6. If the FTTH circuit cannot be provisioned at your address for any reason whatsoever, and you do not wish to keep the Xbox console:
  - 1.6.1. You are required to return the Xbox Equipment to Vox.
- 1.7. Should you relocate, your relocation necessitates a cancellation of the Xbox Fibre to the Home Bundled Service:
  - 1.7.1. Notwithstanding that the cancellation is necessitated by relocation; Vox will recover such costs associated with such cancellation as set out in the Xbox Rental Terms and Conditions and the Fibre to the Home Terms and Conditions from you.
  - 1.7.2. Should a Vox FTTH circuit be feasible at your new location, and you enter into a new Xbox Fibre to the Home Bundle Subscriber Agreement for another 24-month term, Vox will waive the cancellation fees referred to in clause 1.7
- 1.8. You acknowledge that you are entering into a pure rental agreement for a 24-month term, as indicated on the Subscriber Agreement.

# Vox Xbox Rental Terms



**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. STOCK AVAILABILITY

- 1.1. Stock of Xbox consoles and controllers are limited.
- 1.2. Pre-orders will be processed on a first-come-first-served basis.
- 1.3. Should your rental application be successful, your order will be held until your unit has been delivered to Vox – at which time you will be notified when your delivery will take place.
- 1.4. You must be 18 years of age or older to place your pre-order.
- 1.5. The price indicated per item includes delivery and Vox's service level agreement for the duration of the contract.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. **Xbox Equipment** Xbox equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement;
- 2.2. **Service** means the delivery, rental and support of the Xbox products.
- 2.3. References to 'you' and 'your' are references to the "Customer" as defined in the General Terms and Conditions.
- 2.4. Capitalised words not defined herein have the meaning given to it in the General Terms and Conditions.

## 3. SERVICES DESCRIPTION

The Xbox service is the supply, delivery and the maintenance of the Xbox Equipment.

## 4. XBOX EQUIPMENT

- 4.1. The Xbox Equipment includes:
  - 4.1.1. An Xbox Series X 1TB console, one controller, power supply; or
  - 4.1.2. An Xbox Series S 512GB console, one controller, power supply.
- 4.2. Optional extras that can be procured with an Xbox console:
  - 4.2.1. Xbox Series Wireless Controller.
  - 4.2.2. Pre-orders of controllers must accompany a pre-order for an Xbox console.
- 4.3. The Xbox Equipment will be delivered with a standard factory setting configuration.
- 4.4. In respect of the Xbox Equipment:
- 4.5. The Xbox Equipment remains the property of Vox.
- 4.6. Upon termination of the agreement it shall be returned to Vox.
- 4.7. Vox shall bear the shipping costs for the delivery and return of the Xbox Equipment.
- 4.8. Risk of loss and/or damage in the Xbox Equipment lies with you, and you will ensure that you are sufficiently insured against such risks.
- 4.9. In the event of failure of the Xbox Equipment, Vox will repair or replace (at Vox's discretion) the Xbox Equipment as per the Service Level Agreement. The Customer acknowledges that during the term of the agreement technology may change and accordingly Vox may in its sole discretion replace the Xbox Equipment with comparable equipment which need not be exactly the same as the replaced equipment, provided that it shall be substantially similar to the replaced equipment.
- 4.10. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of the Xbox Equipment where the Xbox Equipment failure was caused by Customer's use, misuse or changes to the Xbox Equipment, other than as previously agreed to in writing by Vox. The Customer agrees to support the replacement of the Xbox Equipment according to Vox's instructions.
- 4.11. Ownership of the Xbox Equipment vests in Vox. Xbox Equipment is not subject to a rent-to-own contract.

## 5. ACCURACY OF CUSTOMER INFORMATION

- 5.1. You will provide Vox with accurate and up to date information: (i) when completing the Subscriber Agreement; and (ii) when you contact Vox to report a suspected fault and is asked a standard set of structured questions.
- 5.2. Vox shall not be liable for any loss suffered as a result of your failure to provide accurate information, which may lead to a delay in the credit approval process or support provided under the service level agreement.

## 6. DELIVERY AND CUSTOMER REQUIREMENTS

- 6.1. You agree to ensure that service staff of Vox or Vox's agent are given access to your delivery address. You will nominate a contact person for the delivery of the Xbox Equipment.
- 6.2. Deliveries will be carried out from Monday to Friday during Business Hours.

## 7. ACTIVATION OF SERVICE

- 7.1. A sign off document and proof of delivery will be required to be signed by the customer as acceptance of the delivery of the Xbox Equipment. The service shall be deemed accepted by you if no objection has been raised by you within two (2) business days following receipt of the sign-off.

## 8. CUSTOMER EQUIPMENT

- 8.1. The Customer is responsible for obtaining, installing, configuring and maintaining all Customer Equipment including, but not limited to internet connectivity, gateways and firewalls.
- 8.2. Vox is not responsible for the availability, capacity and/or condition of any Customer Equipment.
- 8.3. If you connect any other equipment to the Xbox Equipment you will be liable for any and all damages if such connection causes any malfunction or failure to the Xbox Equipment.

## 9. SECURITY

- 9.1. You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility. You agree that Vox will not be held liable for any losses arising out of security breaches (including loss or theft of your personal information) resulting from a breach of security via the Xbox Equipment.
- 9.2. In order to make full use of the Xbox Equipment an internet connection will be required. You must take all reasonable precautions to protect the Xbox Equipment from unauthorised access by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Xbox Equipment. Vox will not be held liable for any losses arising out of any compromised accounts or Equipment.

## 10. RENTAL OF SUPPLIED EQUIPMENT

- 10.1. You acknowledge that you are entering into a pure rental agreement for the selected term, which will be either a 12-month or a 24-month or a 36-month term, as indicated on the Subscriber Agreement.
- 10.2. Orders will be subject to Vox's credit approval process:
  - 10.2.1. Your credit history will be accessed to assess your credit worthiness,
  - 10.2.2. You may be required to supply additional documentation in support of your rental application.
  - 10.2.3. You agree that Vox may collect and use your personal information in order to conduct a credit check.
- 10.3. You will not own the equipment at the end of the rental term.
- 10.4. At the end of the rental term:
  - 10.4.1. You may elect to continue renting the Xbox Equipment on a month-to-month basis;
  - 10.4.2. You may elect to an upgrade of the Xbox Equipment to the then current model release if available, by entering into a new rental agreement;
  - 10.4.3. You may elect to return the Xbox Equipment in good working condition with no defects of any nature whatsoever – fair wear and tear excepted;
    - a. You must provide Vox with one calendar months' notice that you intend to terminate your rental of the Xbox Equipment.
    - b. For your convenience and security, Vox will dispatch a courier to collect the Xbox Equipment and take photographs of the returned Xbox Equipment.
    - c. Should you not return the Xbox Equipment or the Xbox Equipment is returned with material defects, you will be liable for the then current replacement value of the Xbox Equipment or the nearest model in circulation at the time.
  - 10.4.4. At any time during the rental term you may upgrade or downgrade your Xbox console to another Xbox console by entering into a new subscriber agreement.



## 11. CANCELLATION OF SUBSCRIBER AGREEMENT

Cancellation of the Xbox service will incur a cancellation penalty equating to the total remaining monthly payments of the rental term.

## 12. WARRANTY

- 12.1. Vox makes no warranty that the products will meet your requirements.
- 12.2. Vox makes no warranty that the products will be compatible with your equipment or any end user equipment.
- 12.3. No advice or information, whether oral or written, obtained by the customer from Vox through the services shall create any warranty.

## 13. SERVICE LEVEL AGREEMENT

- 13.1. A mandatory service level agreement is included in all rental contracts.
- 13.2. The service level agreement provides you with a swap out service that includes Vox or its agent to pick-up, repair and return any Xbox Equipment that, once deemed defective by Vox, requires repair. You will be provided with a loan product while your rented product is being repaired.
- 13.3. Loan equipment supplied to you will be similar to the equipment that you are renting but may not be the exact same product.
- 13.4. Service level agreement services will be provided on a 72-hour business day basis.
- 13.5. Original packaging must be retained for shipping and warranty purposes.