

# Vox Hardware 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. DEFINITIONS AND INTERPRETATION

- 1.1. **Hardware** Equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement.
- 1.2. **Service** means the delivery, rental and support of the Hardware.

## 2. SERVICES DESCRIPTION

The Hardware service is the supply, delivery, and the maintenance of the Hardware.

## 3. ACCURACY OF CUSTOMER INFORMATION

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

## 4. DELIVERY AND CUSTOMER REQUIREMENTS

- 4.1. Customer agree to ensure that service staff of Vox or Vox's agent are given access to Customers delivery address. Customer will nominate a contact person for the delivery of the Hardware.
- 4.2. Deliveries will be carried out from Monday to Friday during Business Hours.

## 5. ACTIVATION OF SERVICE

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

## 6. HARDWARE

- 6.1. Except where otherwise contracted with Vox, the Customer is responsible for obtaining, installing, configuring and maintaining all Customer Hardware.
- 6.2. If Customer connects any other equipment to the Hardware Customer will be liable for any and all damages if such connection causes any malfunction or failure to the Hardware.
- 6.3. The Hardware will be delivered with a standard factory setting configuration.
- 6.4. In respect of the Hardware:
  - 6.4.1. The Hardware remains the property of Vox.
  - 6.4.2. Upon termination of the agreement the Hardware shall be returned to Vox.
  - 6.4.3. Unless otherwise specified, Vox shall bear the shipping costs for the delivery and return of the Hardware.
  - 6.4.4. Risk of loss and/or damage in the Hardware lies with Customer and Customer will ensure that they are sufficiently insured against such risks.
  - 6.4.5. In the event of failure of the Hardware, Vox will repair or replace the Hardware (at Vox's discretion). The Customer acknowledges that during the term of the agreement technology may change and accordingly Vox may in its sole discretion replace the Hardware 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.
  - 6.4.6. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of the Hardware where the Hardware failure was caused by Customer's use, misuse or changes to the Hardware, other than as previously agreed to in writing by Vox. The Customer agrees to support the replacement of the Hardware according to Vox's instructions.

## 7. SECURITY

- 7.1. Customer acknowledges that the logical and physical security measures in relation to the Hardware are Customer's sole responsibility. Customer agree's that Vox will not be held liable for any losses arising out of security breaches (including loss or theft of Customer personal information) resulting from a breach of security

via the Hardware.

- 7.2. Customer must take all reasonable precautions to protect the Hardware from unauthorised access by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Hardware. Vox will not be held liable for any losses arising out of any compromised accounts or Hardware.

## 8. RENTAL OF SUPPLIED EQUIPMENT

- 8.1. Customer acknowledges that Customer is entering into a pure rental agreement for the selected term, as indicated on the Subscriber Agreement.
- 8.2. Orders will be subject to Vox's credit approval process:
  - 8.2.1. Customer credit history will be accessed to assess Customer credit worthiness,
  - 8.2.2. Customer may be required to supply additional documentation in support of Customer rental application.
  - 8.2.3. Customer agree's that Vox may collect and use Customer personal information in order to conduct a credit check.
- 8.3. Customer will not own the equipment at the end of the rental term.
- 8.4. At the end of the rental term:
  - 8.4.1. Customer may elect to continue renting the Hardware on a month-to-month basis.
  - 8.4.2. Customer may elect to renew the rental agreement with the existing Hardware and Vox may, at its own discretion offer a discount.
  - 8.4.3. Customer may elect to an upgrade of the Hardware to the then current model release if available, by entering into a new rental agreement.
  - 8.4.4. Customer may elect to return the Hardware in good working condition with no defects of any nature whatsoever – fair wear and tear excepted.
    - a. Customer must provide Vox with one calendar months' notice that Customer intends to terminate Customer rental of the Hardware.
    - b. For Customer convenience and security, Vox will dispatch a courier to collect the Hardware and take photographs of the returned Hardware.
    - c. Should Customer not return the Hardware, or the Hardware is returned with material defects, Customer will be liable for the then current replacement value of the Hardware or the nearest model in circulation at the time.

## 9. CANCELLATION OF SUBSCRIBER AGREEMENT

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

## 10. WARRANTY

- 10.1. Vox makes no warranty that the products will meet Customer requirements.
- 10.2. Vox makes no warranty that the products will be compatible with Customer equipment or any end user equipment.
- 10.3. No advice or information, whether oral or written, obtained by the Customer from Vox through the services shall create any warranty.
- 10.4. Service level agreement services will be provided on a 72-hour business day basis.
- 10.5. Original packaging must be retained for shipping and warranty purposes.