

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

Capitalised terms not defined herein shall have the same meaning ascribed thereto in the General Terms and Conditions. Unless a contrary intention clearly appears, the following terms shall have the following meanings in these Vox Fixed LTE-A terms and conditions:

- 1.1. "APN" means Access Point Name.
- 1.2. "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-A network, and subscriber access method.
- 1.3. "CDR" means Call Data Record and is a data record produced by a Mobile Network Operator that documents the details of a telecommunications transaction that passes through that facility.
- 1.4. "Data Cap" means the amount of data allocated as part of the package subscription (E.g. 1GB is allocated on the package and once the 1GB is depleted additional data would need to be purchased).
- 1.5. "Equipment" means the hardware, including but not limited to a USB modem, mobile Router or desktop Router which the SIM card connecting to the Vox APN product is used.
- 1.6. "GB" means Gigabyte and is 2^{10} bytes.
- 1.7. "Hard Capped" means that once the data limit is reached, the service will cease to function until such time as more data is allocated to the username.
- 1.8. "In-Bundle" means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.
- 1.9. "IP Address" (or IP) means a unique address that identifies a device on the Internet or a local network that uses the Internet Protocol for communication.
- 1.10. "MNO" means Mobile Network Operator e.g. MTN, Vodacom, Telkom or Cell C.
- 1.11. "Mobile Network" means the mobile telecommunication network and/or the wireless platform for Internet and/or data services.
- 1.12. "Network Coverage" means the geographical area within which the Mobile Network Operator data services can be accessed and used by the subscriber.
- 1.13. "Router" is a type of the Managed Service Equipment and is a device supplied by Vox into which the SIM is inserted and that connects the Customer to the Mobile Network.
- 1.14. "SIM card" means Subscriber Identity Module card.
- 1.15. "URL" means Uniform Resource Locator and is used to specify addresses on the World Wide Web (website addresses).
- 1.16. "VPN" means virtual private network and refers to a secure, encrypted tunnel used to transmit data between a remote user, via the internet, and the company network.

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 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. Acceptable use policy available at <https://www.vox.co.za/acceptable-use-policy/>

4. General Provisions Pertaining to Fixed LTE-A (powered by MTN)

- 4.1. The Service provides Internet access by transmitting and delivering IP packets between the Subscriber Equipment connected on the Vox Network by means of the MNO LTE-A network and other networks in accordance with its standard business arrangements with providers of such other networks

- 4.2. Fixed LTE-A is a data-only service.
- 4.3. All services other than data (Voice, SMS, USSD, WASP, Roaming) are strictly prohibited.
- 4.4. Fixed LTE-A is a wireless service and as such is a Best Effort service with no guarantees on throughput.
- 4.5. There are many factors that can affect the speed of the LTE-A 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.
- 4.6. All hardware will include a 12-month manufacturer's warranty.
- 4.7. 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.
- 4.8. 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.
- 4.9. Upgrades and downgrades of Fixed LTE-A packages will be activated on the first day of the following month.
- 4.10. Fixed LTE-A packages are available as month-to-month subscriptions.
- 4.11. 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 Fixed LTE-A subscription be terminated.
- 4.12. Top Ups may be purchased via the Customer Zone.
- 4.13. Top Up data bundles are valid until the end of the following month.
- 4.14. If the account billing method is 'Debit order', Top-ups can be purchased twice on account and thereafter via Credit Card
- 4.15. If the account billing method is 'Cash' or 'Direct Deposit', Top-ups can be purchased via Credit Card only.
- 4.16. Orders for LTE-A can only be processed should the subscriber address be deemed in Network Coverage.
- 4.17. The delivery address specified during the order phase is mandatory to allow the Vox courier service to deliver the service package.
- 4.18. Cellular RICA is required for all new subscriptions:
 - Current Proof of Address (not older than three (3) months).
 - Certified copy of accepted South African identity documentation
- 4.19. 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.
- 4.20. Should any charges be incurred to install outdoor Router hardware, these charges will be communicated to the subscriber and billed to the subscriber account.
- 4.21. 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, unless deemed OBF (Out of Box Failure).
- 4.22. 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.
- 4.23. Vox Fixed LTE-A SIM cards will not roam onto any roaming partner network.

5. Service Definition

- 5.1. Vox Fixed LTE-A is not a mobile service.
- 5.2. This LTE-A service will only function when the SIM card is used in an MTN-approved category 6 (Cat6) Router.
- 5.3. Should the SIM card be inserted into any device or Router which is not approved, the SIM card will be soft-locked and be disconnected from the MTN network.
- 5.4. The Fixed LTE-A SIM card will be locked to the cellular towers surrounding the location used when placing the order.
- 5.5. Should a subscriber move the SIM card to a different geographic location, the SIM card will be soft-locked and will be disconnected from the MTN network.
- 5.6. In the event of being soft-locked, the subscriber will need to contact the Vox Technical Service Centre to request that the SIM card be unlocked.
- 5.7. Should a instruction be sent to MTN to unlock the SIM card, connectivity will be enabled to the MTN LTE-A network within 24 hours and will require the Router to be restarted.

6. SIM + Router Promotion (Outright Purchase Option)

- 6.1. Vox will conditionally subsidise the cost of the Router with an amount as on the Quote. For clarity, the cost of the Router in the Quote is net of the conditional subsidy.
- 6.2. If the conditions set out in clause 6.3 are not met, then Customer will forfeit the subsidy and Vox will invoice the Customer the amount on the Quote, which the Customer will pay on demand.
- 6.3. The conditions of the subsidy are as follows:
 - 6.3.1. Customer must activate the Service by inserting the SIM into the Router within 90 days from delivery of the Router ("activation date").
 - 6.3.2. Customer must procure a fixed LTE service from Vox for at least six consecutive calendar months commencing on the first day of the first month following the activation date.

7. SIM + Router Promotion (No Outright Purchase)

- 7.1. The Router remains the property of Vox and must be returned to Vox on termination of the Service.

8. Cancellation Terms

- 8.1. Customer must give one clear calendar month notice of his/ her intention to cancel the service. Once clear calendar month means that any cancellation received before the first day of a month will take effect on the last day of the following month. Therefore, if a cancellation is received on the first day of a month, the cancellation will only be effective on the last day of the following month.
- 8.2. Cancellations must be processed via the Vox Customer Zone or sent to Vox in writing to cancellations@voxtelecom.co.za.
- 8.3. If a cancellation in terms of clause 8.1 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.
- 8.4. Any subscription which includes a Router rental will be subject to an administration fee upon termination of the subscription.
- 8.5. Cancellation of a Router rental subscription will automatically initiate the process of collecting the Router and the administration fee will be billed to the subscriber account.
- 8.6. If a Customer terminates a service prior to it being activated by Vox or prevents Vox from activating the service 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 MNO.

9. Consumer Protection Cancellation Terms

- 9.1. In terms of the Electronic Communications and Transactions Act (ECT Act) a Consumer has a general right to return the LTE-A product (SIM card and /or Router);
 - For seven (7) days after taking delivery;
 - For any reason;
 - Without penalty; but
 - The Consumer must pay the cost to return the goods.
- 9.2. Should the consumer reject delivery of the service, the cost of returning the service to Vox will be the once-off activation and delivery fee invoiced to the subscriber account.

10. Data Validity Rules for Fixed LTE-A (Powered by MTN)

- 10.1. Vox Fixed LTE-A products are strictly data-only products. All Value-Added Services E.g. Voice calling, WASP, SMS, Roaming, USSD are disabled by the Mobile Operator.
- 10.2. Subscriptions are pro-rated meaning the data bundle as well as first month's billing is pro-rated based on the activation date of the service.
- 10.3. Anytime data allocation can be used at any time of any day.
- 10.4. Unused Anytime data from one month is rolled over until the end of the following month.
- 10.5. Night surfer data allocation can be used between midnight and six (6) a.m. everyday.
- 10.6. Unused Night Surfer data from one month is rolled over until the end of the following month.
- 10.7. If the subscribed product only has an active Anytime data bundle, the data will be available any time of the day.
- 10.8. If the subscribed product has an active Anytime and Night Surfer data bundle, data used between midnight and six (6) a.m. will be consumed from the Night Surfer bundle.
- 10.9. If the subscribed product does not have any remaining Night Surfer data, the Anytime data allocation will be used between midnight and six (6) a.m.

- 10.10. If the subscribed product only has Night Surfer data available, but no Anytime data available, the service will not be available between six (6) a.m. and midnight.
- 10.11. Data speeds may also be reduced during busy or peak network times.

11. 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 license to use such addresses for a limited time.

12. 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 authorised Vox employees. Usage information purposes only and will not be used to calculate any service credits.

13. 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.

14. 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 LTE-A service. Vox and the network provider reserve 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.

15. Security

The Customer acknowledges 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.

16. 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.