

**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

Unless a contrary intention clearly appears, the following terms shall have the following meaning:

- 1.1. **"DSL Line"** means a Digital Subscriber Line.
- 1.2. **"Asymmetric"** mean the data speed for downloading and uploading a packet is not the same.
- 1.3. **"Capped"** means a set data amount per month that
  - 1.3.1. has been allocated to the package the customer has
  - 1.3.2. opted to purchase.
- 1.4. **"Contention Ratio"** means the number of users sharing the data capacity of a DSL line.
- 1.5. **"FUP"** means Fair Usage Policy. FUP limits the use of the internet or the speed after the consumption of a certain volume of data.
- 1.6. **"MB"** means megabyte. MB is a measure of data used every time you connect to the internet. 1MB has 1,048,576 bytes of data.
- 1.7. **"GB"** means gigabyte. GB is a measure of data used every time you connect to the internet. 1GB equals to 1024 MB of data.
- 1.8. **"TB"** means terabyte. TB is a measure of data used every time you connect to the internet. 1TB equals to 1024 GB of data.
- 1.9. **"Kbps"** means kilobits per second. Kbps measures the speed of internet bandwidth when transferring data.
- 1.10. **"Mbps"** means megabyte per second. Mbps measures the speed of internet bandwidth when transferring data.
- 1.11. **"Migration"** means moving the ownership of your DSL line from Telkom to VOX.
- 1.12. **"Off-peak"** refers to any other time not defined as Peak.
- 1.13. **"Peak"** means 06h00 – 17h59:59 on weekdays.
- 1.14. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002
- 1.15. **"Throttling"** means selectively reducing the speed of certain services in or to comply with the Fair Access Policy once a limit has been reached.
- 1.16. **"Unshaped"** means that Vox does not prioritise or differentiate between different classes of traffic.
- 1.17. **"Uncapped"** has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology>, and
- 1.18. **"Usage"** is the amount of data sent and received.

## 2. Provisions Pertaining to DSL Services in General

- 2.1. All requests for the DSL Services at a site/branch shall be subject to a feasibility study to determine whether a network operator has adequate DSL infrastructure in order to provide the service at the location.
- 2.2. DSL services are asymmetrical.
- 2.3. All line speeds are dependent on Openserve network utilisation and are "best-effort" services, meaning the service is in no way guaranteed by Openserve or by Vox.
- 2.4. Upload and download speeds cannot be guaranteed.
- 2.5. If an analogue line is required for a product, Vox is not responsible for the analogue portion of the DSL line.
- 2.6. All new customers are required to be registered in accordance with the requirements of RICA.

## 3. Fat Pipe Home DSL (Consumer)

- 3.1. Fat Pipe Home DSL is a capped data service that is offered on a month-to-month contract.
- 3.2. Fat Pipe Home DSL is sold to customer who have an existing analogue line and only requires data.
- 3.3. Services are sold in 100GB, 150GB, 200GB, 275GB, 325GB, 400GB, 500GB, 650GB, 1TB & 1.3TB bundles.
- 3.4. Unused data rolls over to the following month and does not expire while in contract, except that the maximum limit of accumulated unused data is six times the base subscription amount. For example the accumulated data limit for a Fat Pipe 100GB service is 6 x 100GB = 600GB.
- 3.5. Subscribers who downgrade between Fat Pipe products may 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 Fat Pipe product) and downgrades to a 100GB Fat
  - 3.5.1. Pipe, he/she will lose 600GB. (1200GB - 600GB).
- 3.6. Four (4) concurrent connections are allowed per Fat Pipe account login.
- 3.7. Subscribers can purchase top up data bundles at an additional fee once the capped data package has been depleted
- 3.8. This product offering is asymmetrical and unshaped.

## 4. Vox Uncapped Pure DSL (Consumer)

- 4.1. The uncapped packages will only allow one (1) concurrent login to the internet for Home Uncapped packages.
- 4.2. The customer is not required to have an existing analogue line with Telkom to purchase Uncapped Pure DSL from Vox.
- 4.3. Speeds ranges: 5Mbps, 10Mbps, 20Mbps, 40Mbps
- 4.4. This product offering is asymmetrical, unshaped, and uncapped.
- 4.5. There is no FUP and no throttling is applied to this product.
- 4.6. This product is offered on a month-to-month contract
- 4.7. No hardware is included on the uncapped data only, or data + line products.
- 4.8. Static IP's are not included.

## 5. Vox Uncapped Copper DSL (Consumer)

- 5.1. The Uncapped packages will only allow one (1) concurrent login to the internet for Home Uncapped packages.
- 5.2. The customer is required to have an existing analogue line with Telkom in order to purchase Uncapped Copper DSL with Vox. Vox is not responsible for the ordering and monthly payment of analogue portion of the DSL line. It is the subscriber's responsibility to settle any amounts owing directly to Telkom.
- 5.3. Speeds ranges: 5Mbps, 10Mbps, 20Mbps, 40Mbps
- 5.4. This product offering is asymmetrical, unshaped, and uncapped.
- 5.5. There is no FUP and no throttling is applied to this product.
- 5.6. This product is offered on a month-to-month contract
- 5.7. Static IP's are not included

## 6. DSL Shared Account (Business)

- 6.1. This product offering enables businesses to purchase a pool of data that can be shared amongst their sites and user accounts.
- 6.2. A single data bundle is shared amongst multiple data accounts.
- 6.3. DSL Shared account is sold to businesses who have an existing analogue line and only requires data.
- 6.4. To obtain a level of security each data account will have their own username + password.
- 6.5. Enterprise owners can change data caps per user in real time and online via Vox Customer Zone (<https://portal.vox.co.za>).
- 6.6. Enterprise owners will have access to an online user management tool where they can create, edit, and view usernames for each data account.
- 6.7. Data capping can be enabled per data account.
- 6.8. Data usage notifications are sent via SMS & Email to the users at pre-defined thresholds.
- 6.9. Out of bundle rate is R3.85c/MB ex VAT.

## 7. Vox Uncapped Pure DSL (Business)

- 7.1. Uncapped Pure DSL includes a managed router.
- 7.2. Business uncapped services are specifically designed to support business protocols only.
- 7.3. Businesses are not required to have an existing analogue line with Telkom to purchase Uncapped Pure DSL from Vox.
- 7.4. Speeds ranges: 5Mbps, 10Mbps, 20Mbps, 40Mbps
- 7.5. This product offering is asymmetrical, unshaped, and uncapped.
- 7.6. There is no FUP and no throttling applied to this product.
- 7.7. This product is offered on a twelve-month contract.
- 7.8. Five static IP addresses are included with applicable products, which enables your business to maintain fixed IP addresses necessary for onsite email, web servers and other servers.

## 8. Vox Uncapped Copper DSL (Business)

- 8.1. Uncapped Copper DSL includes a managed router.
- 8.2. Business uncapped services are specifically designed to support business protocols only.
- 8.3. The customer is required to have an existing analogue line with Telkom in order to purchase Uncapped Copper DSL with Vox. Vox is not responsible for the ordering and monthly payment of analogue portion of the DSL line. It is the subscriber's responsibility to settle any amounts owing directly to Telkom.
- 8.4. Speeds ranges: 5Mbps, 10Mbps, 20Mbps, 40Mbps.
- 8.5. This product offering is asymmetrical, unshaped, and uncapped.

- 8.6. There is no FUP and no throttling applied to this product.
- 8.7. This product is offered on a twelve-month contract.
- 8.8. Five static IP addresses are included with applicable products, which enables your business to maintain fixed IP addresses necessary for onsite email, web servers and other servers.

## 9. MPLS Anywhere (Business & Consumer)

- 9.1. MPLS Anywhere can be sold to home users and businesses who have the need to connect to their corporate MPLS remotely.
- 9.2. MPLS Anywhere is a product that can be added on top of your standard DSL product.
- 9.3. Router must be capable of doing L2TP.

## 10. Data

- 10.1. Unused Capped Fat Pipe Data rolls over to the following months.
- 10.2. Rolled over Fat Pipe Data accumulates to a maximum of six times the base data allocation.
- 10.3. Subscribers who downgrade between Fat Pipe products may 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 Fat Pipe product) and downgrades to a 100GB Fat Pipe, he/she will lose 600GB. (1200GB - 600GB).
- 10.4. Subscribers who terminate a Capped Fat Pipe Data service will lose any accumulated data.

## 11. Hardware

- 11.1. The recommended DSL router for consumers are TPLink 300Mbps Wireless N VDSL/DSL Modem.
- 11.2. The recommend router for businesses are ZyXEL VMG1312 B series router for the 20Mbps and 40Mbps line, DSL 2 Plus router can be used for all the other line speeds.
- 11.3. Routers used for businesses must be capable of doing L2TP.
- 11.4. Consumers can purchase the TPLink 300Mbps Wireless N VDSL/DSL Modem upfront as the router is not included in their monthly fee.
- 11.5. Businesses have the option to choose between purchasing the Zyxel VMG1312 B series router upfront or over a twelve-month contract.
- 11.6. The router remains the property of Vox if rented over a twelve-month period.

## 12. IP Addresses

- 12.1. Static IP's are not available for consumer DSL packages.
- 12.2. Business DSL packages include five static IP addresses.

## 13. Premise Move

- 13.1. In the event of a customer moving premises, the existing DSL service must be cancelled, and a new DSL order must be placed for the new premise.
- 13.2. Should Vox offer to conditionally waive or subsidise the fee(s) and the Customer terminates their subscription within six months of activating the Circuit the Activation Date, 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. A re-activation fee will be applicable for a premise move.
- 13.4. A installation fee will be applicable for a premise move.

## 14. Upgrade and Downgrades of Bandwidth Speeds

- 14.1. A subscriber may increase their DSL bandwidth speed if the DSL exchange to which the subscriber is connected supports the higher line speed.
- 14.2. Bandwidth speed upgrades/downgrades are subject to a reconfiguration fee and will be charged per change request.

## 15. Migration of DSL line

- 15.1. If a subscriber wishes to transfer their existing Telkom DSL to Vox, the subscriber will consent in writing in an Appointment of Agent letter and submit this to Openserve to enable Vox to take ownership of the DSL line.
- 15.2. Vox is not allowed to cancel the existing subscriber DSL service that a customer has, even if the customer has provided Vox written confirmation.
- 15.3. The customer will be required to sign a new DSL contract with Vox.
- 15.4. The subscriber indemnifies Vox against any damages or penalties which may arise from the migration of their existing Telkom DSL.

## 16. Cancellation Terms

- 16.1. Customer must give one clear calendar month notice of his/her intention to cancel the services in writing and in accordance with the cancellation process set out in clause 19 of the General Terms and Conditions. Any notice given on or after the first day of the month will only take effect on the last day of the following month. Example (a) notice received on 30 April, cancellation to be effective 31 May (b) notice received on 1 May, cancellation will be effective 30 June.
- 16.2. Should Vox offer to conditionally waive or subsidise the fee(s) and the Customer terminates their subscription within six months of the Activation Date, the full installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.
- 16.3. If a Fixed-Term Contract is terminated prior to the end of the end of the contract term, a cancellation fee equal to the unexpired portion of the contract will be levied.