

THESE PRODUCT TERMS MUST BE READ IN CONJUNCTION WITH VOX'S GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT TERMS SHALL APPLY.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. Capitalised terms and expressions that are not defined in this clause 1 have the meaning assigned to them in the General Terms and Conditions. In these Product Terms, the following capitalised words and expressions have the meanings assigned to them below:

"**Business Hours**" means the hours of 08h00 to 17h00 SAST on Business Days;

"**Extended Business Hours**" means the hours of 17h00 to 21h00 SAST on Business Days;

"**Remote Support**" means support provided over the telephone or via the internet;

"**Onsite Support**" means support provided at the Customer's premises;

"**Router**" means the device used by the Customer's internet service provider to provide internet access services to the Customer; and

"**Supported Devices**" means the number of devices as provided for in the Quote/Subscriber Agreement on which the Vox remote support software is installed, printers connected to the Supported Devices and WiFi access points at the Customer's premises.

## 2. SERVICES

- 2.1. The scope of services for Onsite Support is limited to:
- 2.1.1. Device setup, configuration, and support of the following devices only:
    - i. Supported Devices; and
    - ii. WiFi – only if Vox can access the Router;
  - 2.1.2. Installation of network points;
  - 2.1.3. Cabling:
    - i. from Router to network points; and
    - ii. from network points to laptop/computer, printer or WiFi access points.
- 2.2. CCTV and IP cameras purchased through Vox are not covered under these Product Terms and must be supported by Vox's Guardian Eye division.
- 2.3. Vox will install software on all Supported Devices to access such devices to provide remote support on customer request. Such software will include remote monitoring, remote management, antivirus and antimalware functionality.
- 2.4. Customer will be billed a fixed monthly fee that provides access to skilled Vox engineers during Business Hours and Extended Business Hours.
- 2.5. Vox will, at its discretion, remotely install updates on Supported Devices' operating system/s.
- 2.6. So that Vox may provide these services effectively; the Customer shall ensure that:
- 2.6.1. Microsoft supports the operating system;
  - 2.6.2. Vox is granted sufficient network privileges to provide adequate remote network support;
  - 2.6.3. Sufficient Internet bandwidth is available to allow Vox to operate effectively on the Customer's IT environment;
  - 2.6.4. No party, other than the Customer and Vox, shall have access to the systems for which the Vox is responsible in terms of this agreement; and
  - 2.6.5. No changes are made to the Customer's systems which may hinder or complicate the Vox's ability to perform its obligations.
- 2.7. Vox will provide Remote Support for all Supported Devices as well as connected devices including but not limited to:
- 2.7.1. Application Support – Licensed installations of Email, O365, Teams, Zoom and G-Suite;
  - 2.7.2. OS Support – Windows 8 & 10 (Excludes Windows XP, Vista and Windows 7);
  - 2.7.3. Security – virus & malware removals;
  - 2.7.4. Hardware support;
  - 2.7.5. Laptop and desktop - performance issues;
  - 2.7.6. Printer – Connecting your printer to your laptop; and
  - 2.7.7. WIFI – Connecting laptop to internet, laptop connectivity performance.

## 3. LIABILITIES

- 3.1. Vox accepts no liability in respect of any of the following:
- 3.1.1. any problem(s) it is not able to remedy due to any matter or circumstance beyond its control, including, but not limited to, the age, specification or condition of the Customer's hardware and/or software;
  - 3.1.2. any Supported Devices where the Customer has elected to use their own or no antivirus and antimalware; or
  - 3.1.3. any Supported Devices where the Customer has elected to use their own or no data backup service.
- 3.2. The Customer hereby confirms that:
- 3.2.1. a full back up of the Customer's hard-drive has been made prior to Vox commencing the services, and warrants that such backup is free of any defects that would hinder or prevent a restore including, but not limited to, data degradation, viruses, data corruption, incorrect backup periods, failed backups, lost passwords etc.; and
  - 3.2.2. there is no legal restriction or impediment to Vox providing Services to the Customer.

## 4. CHARGES

- 4.1. Monthly subscription charges include the following:
- 4.1.1. Antivirus and antimalware software; and
  - 4.1.2. Supported operating system patching per Supported device (excluding printers and WiFi access points).
- 4.2. Remote Support is a variable charge billed per hour or part thereof, at the prevailing rate advertised on the Vox website.
- 4.3. Customer may request Onsite Support. Onsite Support calls are billed per hour or part thereof at the prevailing rate advertised on the Vox website.
- 4.3.1. Travel is included within 40km radius of all major metros.
  - 4.3.2. Where travel is outside of this radius, Vox reserves the right to charge for travel and accommodation as per approved quote.
- 4.4. Customer will be liable for payment irrespective of whether or not a fault can be identified and/or resolved.

## 5. ADJUSTMENTS TO SERVICES AND FEES

- 5.1. Positive as well as negative adjustments may be made to the numbers of Supported Devices under management.
- 5.2. In the event of any additions to the Customer's IT environment:
- 5.2.1. Any Supported Devices added to the Customer's IT environment will be automatically added to these Product Terms and will be managed and billed accordingly.
- 5.3. In the event of any Support Devices being permanently removed from the Customer's IT environment:
- 5.3.1. As the Customer may leave a Supported Device temporarily idle or unused from time to time, Vox will not assume that a Supported Device which is offline, will not be used again. The Customer accepts and understands that it is their responsibility to notify Vox that the Supported Device will no longer be in use.
  - 5.3.2. Once notification has been received from the Customer, Vox shall remove that Supported Device from the management system and the monthly bill.

## 6. SERVICE LEVELS

- 6.1. During Business Hours and Extended Business Hours, Vox will make every effort to have an engineer available within one Business Hour of a ticket being logged.
- 6.2. Where Remote Support cannot resolve the problem, Vox will, on authorisation by the Customer, dispatch an engineer on the next Business Day to the Customer's premises.



## 7. NON-SOLICITATION

- 7.1. For the duration of the Subscriber Agreement to which these Product Terms relate, and for 12 months after its expiry or termination, the Customer may not, without the prior written permission of Vox, directly or indirectly, employ, induce, or solicit the employment of any employee of Vox's personnel, nor shall it solicit, entice, encourage, or persuade any such employee to terminate his/ her employment with Vox.
- 7.2. As a penalty, if the Customer breaches clause 7.1, they will pay to Vox as a recruitment fee, an amount equal to the remuneration paid to that employee in the previous 12 months. Such amount shall be payable on demand, within three days of receipt of written notice from Vox.