

These product-specific terms and conditions must 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 as in the General Terms and Conditions. Unless a contrary intention 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. "Any-Time Data" means data allocation that Customers can use at any time of any day
- 1.3. "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 Customer access method.
- 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<sup>10</sup> bytes.
- 1.7. "Capped" means that once the data limit is reached, the service will cease to function until more data is allocated to the username.
- 1.8. "In-Bundle" means the allocated data included in the subscription being used. This will differ based on the size of the package that the Customer applied.
- 1.9. "In Coverage" refers to a geographical area deemed within the MNO's Mobile Network coverage area.
- 1.10. "IP Address" means is a unique address that identifies a device on the Internet or a local network that uses the Internet Protocol for communication.
- 1.11. "Kbps" means Kilobits Per Second.
- 1.12. "MNO" means a Mobile Network Operator e.g., MTN, Vodacom, Telkom, RAIN or Cell C.
- 1.13. "Mobile Network" means the mobile telecommunication network and/or the wireless platform for Internet and/or data services.
- 1.14. "Network Coverage" means the geographical area within which the Mobile Network Operator data services can be accessed and used by the Customer.
- 1.15. "Night Surfer" means data allocation can be used between midnight and six (6) a.m. every day.
- 1.16. "NNTP" means Network News Transfer Protocol.
- 1.17. "RICA" means the Regulation of Interception and Provision of Communication-related Information Act 70 of 2002.
- 1.18. "Router" is a type of Managed Service Equipment and is a device supplied by Vox into which the SIM is inserted and connects the Customer to the Mobile Network.
- 1.19. "SIM card" means Customer Identity Module card.
- 1.20. "Top Up" refers to a once-off add on bundle of data purchased to supplement a service account.
- 1.21. "Upgrade/ Downgrade" means changing the subscribed package to either a higher or lower data allocation respectively.
- 1.22. "Upstream Service Provider" means MTN Pty Ltd.

## 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

These terms are to be read in conjunction with:

- 3.1. The General Terms and Conditions
- 3.2. Acceptable use policy available at <https://www.vox.co.za/acceptable-use-policy/>

## 4. Service Description

- 4.1. Fixed LTE-A is a Best Effort Fixed LTE service that provides the Customer with Capped Any-Time & Night Surfer data packages.
- 4.2. The Service provides Internet access by transmitting and delivering IP packets between the Customer Equipment connected on the Vox Network through the MNO LTE-A network and other networks following

its standard business arrangements with providers of such other networks

- 4.3. Fixed LTE-A is a data-only service.
- 4.4. Vox Fixed LTE-A is not a mobile service.
- 4.5. Fixed LTE-A is a wireless service and, as such, is a Best Effort service with no guarantees on throughput.
- 4.6. Many factors can affect the speed of the LTE-A service, such as signal strength/distance to the tower, the number of users on the tower, type of service being accessed on the internet and local PC environment.
- 4.7. Uncapped LTE-A is a Best Effort Fixed LTE service that provides the Customer with Uncapped data 24 hours per day.

## 5. General Provisions

- 5.1. All rented hardware, i.e., Router/s which are not purchased outright by the Customer, 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.
- 5.2. All hardware will include a 12-month manufacturer's warranty.
- 5.3. Top Ups may be purchased via the Customer Zone.
- 5.4. Top Up data bundles are valid until the end of the following month.
- 5.5. If the account billing method is 'Debit order', Top-ups can be purchased twice on the account and after that via Credit Card
- 5.6. If the account billing method is 'Cash' or 'Direct Deposit', Top-ups can be purchased via Credit Card only.
- 5.7. Orders for LTE-A can only be processed should the Customer address be deemed in Network Coverage.
- 5.8. The delivery address specified during the order phase is mandatory to allow the Vox courier service to deliver the package.
- 5.9. Identity verification, as required by RICA, is compulsory.
- 5.10. Should the first delivery attempt fail due to negligence of the Customer, the courier will retry the delivery, and the Customer account will be billed the additional delivery fee.
- 5.11. Should any charges be incurred to install outdoor Router hardware, these charges will be communicated to the Customer and billed to the Customer account.
- 5.12. If a Customer chooses to purchase Router hardware outright, the Router becomes the Customer's property and cannot be returned to Vox unless deemed OBF (Out of Box Failure).
- 5.13. Each MNO may, at its discretion, implement traffic management rules which prioritise real-time traffic, e.g., video streaming or browsing over non-real-time traffic like torrents or large file downloads during busy periods.
- 5.14. Fixed LTE-A SIM cards provided by Vox will not roam onto any roaming partner network.

## 6. Terms of Fixed LTE-A powered by MTN

- 6.1. All services other than data (Voice, SMS, USSD, WASP, Roaming) are strictly prohibited.
- 6.2. Subscriptions are pro-rated, meaning the data bundle and the first month's billing are pro-rated based on the activation date of the service.
- 6.3. Should a Customer decide to cancel their Fixed LTE-A service contract, the inclusive monthly data and their Top-Up bundles, if applicable, will terminate at the end of the following month.
- 6.4. 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.
- 6.5. Upgrades and downgrades of Fixed LTE-A packages will be activated on the first day of the following month.
- 6.6. Fixed LTE-A packages are available as month-to-month subscriptions.
- 6.7. This LTE-A service will only function when the SIM card is used in an MTN-approved category 6 (Cat 6) Router.
- 6.8. Should the SIM card be inserted into any device or router that is not approved, the SIM card will be soft-locked and disconnected from the MTN network.
- 6.9. The Fixed LTE-A SIM card will be locked to the cellular towers surrounding the location used when placing the order.
- 6.10. Should a Customer move the SIM card to a different geographic location, the SIM card will be soft-locked and disconnected from the MTN network.
- 6.11. In the event of being soft-locked, the Customer will need to contact the Vox Technical Service Centre to request that the SIM card be unlocked.
- 6.12. Should instruction be sent to MTN to unlock the SIM card, connectivity will be enabled to the MTN LTE-A network within 24 hours and require



the Router to be restarted.

## 7. Data Validity Rules for Fixed LTE-A (Capped)

- 7.1. Any-Time data allocation can be used at any time of any day.
- 7.2. Unused Anytime data from one month is rolled over until the end of the following month.
- 7.3. Night Surfer data allocation can be used between midnight and six a.m. every day.
- 7.4. Unused Night Surfer data from one month is rolled over until the end of the following month.
- 7.5. If the subscribed product only has an active Any-Time data bundle, the data will be available any time of the day.
- 7.6. If the subscribed product has an active Any-Time and Night Surfer data bundle, data used between midnight and six (6) a.m. will be consumed from the Night Surfer bundle.
- 7.7. If the subscribed product does not have any remaining Night Surfer data, the Any-Time data allocation will be used between midnight and six (6) a.m.
- 7.8. If the subscribed product only has Night Surfer data available but no Any-Time data available, the service will not be available between six (6) a.m. and midnight.
- 7.9. Data speeds may also be reduced during busy or peak network times.

## 8. SIM + Router Promotion (Outright Purchase Option)

- 8.1. 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.
- 8.2. If the conditions set out in clause 8.3 are not met, the Customer will forfeit the subsidy, and Vox will invoice the Customer the amount on the Quote, which the Customer will pay on demand.
- 8.3. The conditions of the subsidy are as follows:
  - 8.3.1. Customer must activate the Service by inserting the SIM into the Router within 90 days from delivery of the Router ("activation date").
  - 8.3.2. 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.

## 9. SIM + Router Promotion (No Outright Purchase)

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

## 10. Cancellation Terms

- 10.1. 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.
- 10.2. Cancellations must be processed via the Vox Customer Zone or sent to Vox in writing to [cancellations@voxtelecom.co.za](mailto:cancellations@voxtelecom.co.za).
- 10.3. If cancellation in terms of clause 10.1 above results in the termination of service before the expiration date of a fixed-term agreement, then Vox shall be entitled to levy a reasonable termination fee, including any penalty fees that the MNO may charge Vox.
- 10.4. Any subscription which includes a Router rental will be subject to an administration fee upon termination of the subscription.
- 10.5. Cancellation of a Router rental subscription will automatically initiate the process of collecting the Router, and the administration fee will be billed to the Customer account.
- 10.6. If a Customer terminates a service before it is 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.

## 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 when completing the Vox documentation, and when the Customer contacts Vox to report a suspected fault and is asked a standard set of structured questions. Vox shall not be liable for any loss suffered due to 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 MNO. Each MNO will perform maintenance on its network in accordance with that MNO's maintenance windows. Vox and the MNO 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 concerning 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.