

# Product Specific Terms and Conditions

## VOX FIXED LTE-A VOX FIXED LTE-A FAILOVER



These product-specific terms and conditions (“Product Terms”) need to be read in conjunction with the Vox General Terms and Conditions (“General Terms”). Where any discrepancy occurs, the provisions of these Product Terms shall apply.

### 1. Interpretation

Capitalised terms not defined herein shall have the same meaning ascribed thereto in the General Terms. Unless a contrary intention clearly appears, the following terms shall have the following meanings in these Product Terms:

- 1.1 “**Any-Time Data**” means data allocation that Customers can use at any time of any day.
- 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 Customer access method.
- 1.3 “**Capped**” means that once the Data Cap is reached, the service will cease to function until such time as more data is allocated to the username.
- 1.4 “**Data Cap**” means the amount of In Bundle Data allocated as part of the Subscription where, for example, if 1GB is allocated, once such 1GB has been depleted Top Up Data additional will need to be purchased.
- 1.5 “**Equipment**” means the hardware required to make use of the LTE-A Service and/or Failover Service, including but not limited to a USB modem, mobile Router, or desktop Router.
- 1.6 “**Failover Service**” means the Vox LTE-A Failover Service which may be subscribed for separately from the LTE-A Service;
- 1.7 “**Fair Usage Policy**” means the policy implemented by Vox in respect of the LTE-A Service when Uncapped, to ensure that every Customer uses data in moderation, the terms of which are set out in clause 7. Such policy may be amended by Vox from time to time subject to (i) more restrictive measures that may be introduced being reasonable and proportionate; and (ii) fair notice being given to the Customer of any material change.
- 1.8 “**GB**” means Gigabyte and is 2<sup>10</sup> bytes.
- 1.9 “**GSM**” means Global System for Mobile Communications.
- 1.10 “**In Bundle Data**” means the allocated data included in the Subscriber Agreement, which will differ based on the size of the package for which the Customer has subscribed.
- 1.11 “**Inclusive Data**” means the data included in the specific package subscribed for by the Customer.
- 1.12 “**In Coverage**” refers to the geographical area falling within the Upstream Service Provider’s Network Coverage.
- 1.13 “**IP Address**” or “**IP**” means is a unique address that identifies a device on the Internet or a local network that uses the Internet Protocol for communication.
- 1.14 “**Kbps**” means Kilobits Per Second.
- 1.15 “**LTE-A Service**” means the Vox Fixed LTE-A Service, which does not include the Failover Service.
- 1.16 “**Mbps**” means Megabits per second.
- 1.17 “**MNO**” means Mobile Network operator e.g., MTN, Vodacom, Telkom, Cell C or Rain.
- 1.18 “**Mobile Network**” means the mobile telecommunication network and/or the wireless platform for Internet and/or data services.
- 1.19 “**Network Coverage**” means the geographical area within which the MNO data services can be accessed and used by the Customer.
- 1.20 “**Night Surfer**” means data allocation can be used between midnight and six (6) a.m. every day.
- 1.21 “**NNTP**” means Network News Transfer Protocol.
- 1.22 “**Peer-to-Peer**” means relating to a network by which computers operated by individuals can share information and resources directly without relying on a dedicated central server;
- 1.23 “**QOS**” means Quality of Service.
- 1.24 “**RICA**” means the Regulation of Interception and Provision of Communication-related Information Act 70 of 2002.
- 1.25 “**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.
- 1.26 “**SIM Card**” means Subscriber Identity Module card.
- 1.27 “**Subscription**” means the Customer’s subscription to the LTE-A Service and/or the Failover Service, as the case may be, as specified in the Subscriber Agreement.
- 1.28 “**Top Up Data**” refers to a once off add on bundle of data purchased to supplement a Service account.
- 1.29 “**Uncapped**” means there is no limit on the amount of data the Customer is permitted to use, subject to Fair Usage Policy.
- 1.30 “**Upgrade/ Downgrade**” means changing the subscribed package to either a higher or lower data allocation respectively.
- 1.31 “**Upstream Service Provider**” means MTN (Pty) Ltd.
- 1.32 “**VOIP**” means Voice over Internet Protocol.

### 2. Contract Documents

These Product-Terms must be read in conjunction with the:

- 2.1 General Terms; and
- 2.2 Vox Acceptable Use Policy available at <https://www.vox.co.za/acceptable-use-policy/>.

### 3. Service Definitions

#### 3.1 **LTE-A Service:**

- 3.1.1 is a Best Effort Fixed LTE advanced service that provides the Customer with:
  - a) Capped Any-Time Data and Night Surfer packages; or
  - b) Uncapped data 24 hours per day, subject to the Fair Usage Policy;
- 3.1.2 provides Internet access by transmitting and delivering IP packets between the Equipment at the Customer’s premises connected on the Vox Network through the MNO LTE-A network and other networks, following Vox’s standard business arrangements with providers of such other networks;
- 3.1.3 is a data-only service;
- 3.1.4 is not a mobile service;
- 3.1.5 is a wireless service and, as such, is a Best Effort service with no guarantees on throughput;
- 3.1.6 may be impacted by certain factors which might affect the speed of the LTE-A service, including but not limited to 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; and
- 3.1.7 can only be supplied should the Customer’s address be In Coverage.

#### 3.2 **The Failover Service:**

- 3.2.1 is a Best Effort fixed LTE advanced service that provides automatic access to the Internet when the Customer’s primary link is temporarily down;
- 3.2.2 is available as a Capped monthly subscription;
- 3.2.3 provides Internet access by transmitting and delivering IP packets between the Customer Equipment connected on the Vox Network through the MNO’s LTE-A network and other networks following its standard business arrangements with providers of such other networks;
- 3.2.4 is a data-only service;
- 3.2.5 is not a mobile service;
- 3.2.6 is a wireless service and, as such, is a Best Effort service with no guarantees on throughput;
- 3.2.7 may be impacted by certain factors which might affect the speed of the Failover Service, including but not limited to, 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;
- 3.2.8 can only be supplied should the Customer’s address be In Coverage;
- 3.2.9 may be added to the following Services, to provide automatic access when the primary link, with LTE-A, fibre or wireless is temporarily down:
  - a) Fibre to the Home (FTTH);
  - b) Vox Fibre to the Business (FTTB); and
  - c) Vox Wireless to the Business (WTTB)

#### 3.3 **Other Services**

- 3.3.1 FTTH, FTTB and WTTB Services:
  - a) must be subscribed for separately under the relevant product specific terms; and
  - b) will continue to operate on a best effort basis whilst operating over the redundant Fixed LTE-A network.
- 3.3.2 In respect of FTTB and WTTB, QOS will NOT be supported over VOIP/PBX Services, whilst operating over the redundant Fixed LTE-A network.

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### 4. Equipment

#### Delivery and Installation

- 4.1 During the order process, the Customer must specify a delivery address for delivery of the Equipment by Vox's nominated courier.
- 4.2 Should the first delivery attempt fail due to the absence or negligence of the Customer, the courier will reattempt the delivery, and the Customer account will be billed the additional delivery fee.
- 4.3 Should any charges be incurred to install outdoor Equipment, these charges will be communicated to the Customer and billed to the Customer account.

#### Rental Equipment

- 4.4 All Equipment which is rented from Vox and not purchased outright by the Customer shall:
  - 4.4.1 remain the property of Vox; and
  - 4.4.2 be collected within thirty (30) days of the last day of active Service, after termination of the Failover Service for any reason.

#### Outright Purchase of Equipment

- 4.5 If a Customer chooses to purchase Router Equipment outright, the Router becomes the Customer's property and cannot be returned to Vox unless deemed to be an OBF (Out of Box Failure).
- 4.6 SIM Card + Router Promotion
  - 4.6.1 From time-to-time, and subject to the conditions stipulated in clause 4.6.2, Vox may subsidise the purchase price of the Router by an amount ("**Subsidy**") that will be specified in the Subscriber Agreement. For the avoidance of doubt, the purchase price of the Router recorded in the Subscriber Agreement already reflects the deduction of the Subsidy.
  - 4.6.2 In order to qualify for the Subsidy, the Customer must meet the conditions set out below, failing which the Customer will forfeit the Subsidy and Vox will invoice the Customer for the full purchase price of the Router, which shall be payable on demand. The Customer must:
    - a) activate the Service by inserting the SIM Card into the Router within 90 (ninety) days after the delivery of the Router; and
    - b) procure the LTE-A Service for a period of not less than 6 (six) consecutive months, commencing on the first day of the first month following the month in which the Service was activated.

#### Equipment Warranty

- 4.7 All Equipment includes a 12-month manufacturer's warranty.

### 5. Service Terms

#### In respect of both the LTE-A Service and the Failover Service:

- 5.1 Both the LTE-A Service and Failover Services are available as month-to-month subscriptions.
- 5.2 Subscriptions are pro-rated, meaning the In Bundle Data and the first month's billing are pro-rated based on the date of activation of the Service.
- 5.3 Top Up Data bundles may be purchased via the Vox Portal and will be valid until the end of the month following the month in which such bundles were purchased.
- 5.4 If the account billing method is:
  - 5.4.1 debit order: Top Up Data can be purchased twice on the account and after that via credit card;
  - 5.4.2 cash or direct deposit: Top Up Data can be purchased via credit card only.
- 5.5 All services other than data (GSM Voice, SMS, USSD, WASP, Roaming) are strictly prohibited.
- 5.6 Identity verification, as required by RICA, is compulsory. This will require the Customer to supply:
  - 5.6.1 proof of current address (not older than three (3) months); and
  - 5.6.2 a certified copy of any of the Customer's (i) South African identity document or temporary identity document; (ii) South Africa passport or (iii) foreign passport. Please note that a driver's license will not be accepted for RICA purposes.
- 5.7 Should a Customer decide to cancel their Subscription, the monthly In Bundle Data, Roll Over Data and their Top Up Data bundle(s), if applicable, will terminate when the Subscription terminates, as stipulated in clause 9.
- 5.8 The data allocation subscribed for at the beginning of the final month of Service will be available until 23:59 on the last day of that month.

- 5.9 Upgrades and downgrades of subscription packages will be activated on the first day of the month following the month in which the Upgrade/Downgrade request was made.
- 5.10 Fixed LTE-A SIM Cards provided by Vox will not roam onto any roaming partner network.
- 5.11 The Service will only function when the SIM Card is used in an MTN-approved category 6 (Cat 6) Router.
- 5.12 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.
- 5.13 The Fixed LTE-A SIM Card will be locked to the cellular towers surrounding the location used when subscribing for the Service.
- 5.14 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. In such event, the Customer will need to contact the Vox Technical Service Centre to request that the SIM Card be unlocked.
- 5.15 Should an instruction be sent to MTN to unlock the SIM Card, connectivity will be enabled to the MTN LTE-A network within 24 (twenty-four) hours and the Router will need to be restarted.
- 5.16 Each MNO may, at its discretion, implement traffic management rules which prioritise real-time traffic, such as, for example, video streaming or browsing, over non-real-time traffic like torrents or large file downloads, during busy periods.

#### In respect of the Failover Service Terms Only:

- 5.17 the Customer shall receive the monthly Inclusive Data specified in the Subscriber Agreement;
- 5.18 unused monthly Inclusive Data shall roll over until the end of the following month ("**Roll Over Data**") and, if not used for the Failover Service, expire;
- 5.19 to monitor the status of the primary link, the Customer acknowledges that data from the primary link and Fixed LTE-A SIM Card is required, which shall be deducted from, where applicable:
  - 5.19.1 the Inclusive Data allocation if available; or
  - 5.19.2 from the data Capped product; or
  - 5.19.3 Roll-Over Data; or
  - 5.19.4 Top-Up Data.

### 6. Data Validity Rules

- 6.1 Any-Time Data allocation can be used at any time of any day.
- 6.2 Unused Any-Time Data from one month is rolled over until the end of the following month.
- 6.3 Night Surfer data allocation can be used between midnight and six a.m. every day.
- 6.4 Unused Night Surfer data from one month is rolled over until the end of the following month.
- 6.5 If the package subscribed for:
  - 6.5.1 has only an active Any-Time Data bundle, the data will be available any time of the day;
  - 6.5.2 has an active Any-Time and a Night Surfer data bundle, data used between midnight and six a.m. will be consumed from the Night Surfer bundle;
  - 6.5.3 does not have any remaining Night Surfer data, the Any-Time Data allocation will be used between midnight and six a.m.;
  - 6.5.4 only has Night Surfer data available, but no available Any-Time Data, the Service will not be available between six a.m. and midnight.
- 6.6 Data speeds may be reduced during busy or peak network times.
- 6.7 In respect of the Failover Service: Inclusive Data, Capped Data, Roll Over Data and Top-Up Data purchased for the Failover Service may only be used when the primary link is down or otherwise unavailable for use. Such data may not be used for any other Vox Service.

### 7. Fair Usage Policy: LTE-A Service (Uncapped)

- 7.1 The Fair Usage Policy applies on the Uncapped LTE-A Service, whereby on the first day of each calendar month, 1000GB of data will be made available to the Customer in respect of their Uncapped Subscription.
- 7.2 Once the 1000GB bundle for a particular month has been depleted, Vox shall be entitled to, without notice to the Customer:
  - 7.2.1 reduce the line speed to a maximum 1Mbps for the remainder of that month; and
  - 7.2.2 reduce Peer to Peer and NNTP protocols to a maximum line speed of 128Kbps.

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### 8. Notifications

- 8.1 Notifications shall be sent:
  - 8.1.1 in the event of the primary link going down, informing the Customer of usage-based billing on the Failover Service; and
  - 8.1.2 once the primary link has been restored and is operational.
- 8.2 No Notification will be sent if both the primary link and Failover Service link are down.

### 9. Cancellation Terms

- 9.1 Customer must give 1 (one) clear calendar month notice of their intention to cancel the Service, where 1 (one) clear calendar month means that:
  - 9.1.1 any cancellation notice received before the first day of a month will take effect on the last day of that month.
  - 9.1.2 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.
- 9.2 Cancellations must be processed via the Vox Portal or sent to Vox in writing to [cancellations@voxtelecom.co.za](mailto:cancellations@voxtelecom.co.za).
- 9.3 If noticed of cancellation is given in terms of clause 9.1 which will terminate the Service prior to the expiry of a fixed term agreement, then Vox shall be entitled to levy a reasonable termination fee, which shall include any penalty fees which the Upstream Service Provider may levy to Vox. The provisions set out in the General Terms relating to the termination of a fixed term contract without cause, will apply.
- 9.4 Any Subscription which includes a Router rental will be subject to an administration fee upon termination of the Subscription.
- 9.5 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.
- 9.6 If a Customer terminates the 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 Vox is liable to pay to the MNO.

### 10. 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.

### 11. Reporting Service

Vox may provide usage information on the Vox Portal. The content of any usage information will only be visible to authorised users and authorised Vox employees. Such usage information is for information purposes only and will not be used to calculate any service credits.

### 12. Accuracy of the Customer's Information

- 12.1 The Customer must provide Vox with accurate and up to date information when:
  - 12.1.1 completing any Vox documentation;
  - 12.1.2 contacting Vox to report a suspected fault and being asked a standard set of structured questions related thereto.
- 12.2 Vox shall not be liable for any loss suffered as a result of a delay in installation or any service repair, or inaccessibility of the Service, that arises directly or indirectly from the Customer's failure to provide the necessary accurate information.

### 13. Maintenance

Scheduled maintenance on the Vox Network will be performed during a standard maintenance window falling within change control windows determined in consultation with the relevant MNO. The MNO will conduct maintenance on the Mobile Network in the 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.

### 14. 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 or damages arising out of security breaches of the Customer's Services.

### 15. 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 such loss or interruption takes place outside of the Vox Network.

### 16. 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 LTE-A Service and Failover Service is not permitted.