

Vox Xbox Rental Terms and Conditions



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 AND INTERPRETATION

- 1.1. Capitalised words not defined herein have the meaning given to it in the General Terms and Conditions.
- 1.2. References to 'you' and 'your' are references to the "Customer" as defined in the General Terms and Conditions.
- 1.3. **Service** means the delivery, rental and support of the Xbox products.
- 1.4. **Xbox Equipment** means the Xbox equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement;

2. LIMITATIONS AND STOCK AVAILABILITY

- 2.1. The Xbox Equipment is made available only to natural persons over the age of 18.
- 2.2. Stock of Xbox Equipment is limited.
- 2.3. Orders will be processed on a first-come-first-served basis.
- 2.4. Should your rental application be successful, your order will be held until your unit has been delivered to Vox – at which time you will be notified when your delivery will take place.
- 2.5. The price indicated per item includes delivery and Vox's service level agreement for the duration of the contract.

3. SERVICES DESCRIPTION

The Xbox service is the supply, delivery, rental, and maintenance of the Xbox Equipment.

4. RENTAL OF THE XBOX EQUIPMENT

- 4.1. You acknowledge that you are entering into a pure rental agreement with Vox for the use of the Xbox Equipment. Xbox Equipment is not subject to a rent-to-own contract.
- 4.2. You will not own the equipment at any point in time, and you acknowledge that you do not have any claim to ownership in the Xbox Equipment. Ownership of the Xbox Equipment vests in Vox.

5. AFFORDABILITY ASSESSMENT AND DEPOSIT

- 5.1. Your rental application will be subject to Vox's account approval process:
 - 5.1.1. Your credit history will be accessed to assess your credit worthiness.
 - 5.1.2. You may be required to supply additional documentation in support of your account application.
 - 5.1.3. You consent that Vox may collect and use your personal information in order to conduct a credit check and identity verification.
- 5.2. If your account has been approved, then you will be required to pay a security deposit of one month's rental before the Xbox Equipment will be delivered to your residential address.
- 5.3. Subject to clauses 11.1.3 and 11.2.3 your deposit will be refunded, free of interest, within 10 business days after Vox receives the Xbox.

6. XBOX EQUIPMENT

- 6.1. The Xbox Equipment includes:
 - 6.1.1. An Xbox Series X 1TB console, one controller, power supply; or
 - 6.1.2. An Xbox Series S 512GB console, one controller, power supply.
- 6.2. Optional extras that can be procured with an Xbox console:
 - 6.2.1. Xbox Series Wireless Controller.
- 6.3. The Xbox Equipment will be delivered with a standard factory setting configuration.
- 6.4. In respect of the Xbox Equipment:
 - 6.4.1. Upon termination of the agreement it shall be returned to Vox on the terms set out herein.
 - 6.4.2. Risk of loss and/or damage in the Xbox Equipment lies with you, and you will ensure that you are sufficiently insured against such risks.
 - 6.4.3. In the event of failure of the Xbox Equipment, Vox will repair or replace (at Vox's discretion) the Xbox Equipment as per the service levels set out in clause 14.
 - 6.4.4. The Customer acknowledges that during the term of the agreement technology may change and accordingly Vox may at its sole discretion replace the Xbox Equipment with comparable equipment which need not be exactly the same as the replaced equipment, provided that it shall be substantially similar to the replaced equipment.
 - a. You will be required to sign acceptance of the replacement equipment upon delivery.
 - b. You will be required to present your original South African

identity document at the time of delivery of the replacement equipment.

- c. Vox, or Vox's agent is not permitted to hand the replacement equipment to you if you fail to sign acceptance of the replacement equipment and if you do not hand the failed equipment over to Vox or Vox's agent.

- 6.4.5. You accept liability for any costs incurred by Vox as a result of repair or replacement of the Xbox Equipment where the Xbox Equipment failure was caused by your use, misuse or changes to the Xbox Equipment, other than as previously agreed to in writing by Vox. You agree to support the repair or replacement of the Xbox Equipment according to Vox's instructions.

7. DELIVERY, COLLECTION AND CUSTOMER REQUIREMENTS

- 7.1. You agree to ensure that service staff of Vox or Vox's agent are given safe access to your premises upon delivery or collection of the Xbox Equipment. You will nominate a contact person for the delivery and collection of the Xbox Equipment.
- 7.2. Deliveries and collections will be carried out from Monday to Friday during Business Hours.
- 7.3. You will be required to present your original identity document at time of delivery for verification by Vox or Vox's agent.

8. COMMENCEMENT OF CONTRACT AND DURATION

- 8.1. A sign off document and proof of delivery will be required to be signed by you as acceptance of the delivery of the Xbox Equipment. The service shall be deemed accepted by you if no objection has been raised by you within two (2) business days following receipt of the sign-off.
- 8.2. You will be renting the Xbox Equipment on a month-to-month basis for an undefined term as indicated in the subscriber agreement.

9. CUSTOMER EQUIPMENT

- 9.1. You are responsible for obtaining, installing, configuring and maintaining your own equipment.
- 9.2. Vox is not responsible for the availability, capacity and/or condition of your own equipment.
- 9.3. If you connect any other equipment to the Xbox Equipment you will be liable for any and all damages if such connection causes any malfunction or failure to the Xbox Equipment.

10. CYBER SECURITY

- 10.1. You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility. You agree that Vox will not be held liable for any losses arising out of security breaches (including loss or theft of your personal information) resulting from a breach of security via the Xbox Equipment.
- 10.2. In order to make full use of the Xbox Equipment an internet connection will be required. You must take all reasonable precautions to protect the Xbox Equipment from unauthorised access by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Xbox Equipment. Vox will not be held liable for any losses arising out of any compromised accounts or Equipment.

11. CANCELLATION OF SUBSCRIBER AGREEMENT

Cancellation of a subscriber agreement can be initiated by (i) you for convenience or (ii) Vox due to your breach:

- 11.1. Should you terminate the Subscriber Agreement you are required to provide Vox with 30 day's notice.
 - 11.1.1. You must return the Xbox Equipment in good working condition with no defects of any nature whatsoever – fair wear and tear excepted;
 - 11.1.2. For your convenience and security, Vox will, at no cost to you, dispatch an agent within 7 days of cancellation, to collect the Xbox Equipment.
 - 11.1.3. Should you not make the Xbox Equipment available for collection by Vox's agent within 7 days of cancellation, (a) you will be invoiced an equipment collection fee, (b) you will

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- forfeit your security deposit which will be set-off against the equipment collection fee, and (c) you will be invoiced for the then current retail value of the Xbox Equipment or the nearest model in circulation at the time.
- 11.1.4. Should you (a) not return the Xbox Equipment or (b) not make payment of the invoice raised in terms of clause 11.1.3 (c) within 14 days of the date of invoice:
 - a. You will additionally be charged a penalty of 3-month's rental.
 - 11.2. Should Vox terminate the Subscriber Agreement due to your breach:
 - 11.2.1. You must return the Xbox Equipment in good working condition with no defects of any nature whatsoever – fair wear and tear excepted;
 - 11.2.2. For your convenience and security, Vox will, at no cost to you, dispatch an agent within 7 days of cancellation, to collect the Xbox Equipment.
 - 11.2.3. Should you not make the Xbox Equipment available for collection by Vox's agent within 7 days of cancellation, (a) you will be invoiced an equipment collection fee, (b) you will forfeit your security deposit which will be set-off against the equipment collection fee, and (c) you will be invoiced for the then current retail value of the Xbox Equipment or the nearest model in circulation at the time,
 - 11.2.4. Should you (a) not return the Xbox Equipment or (b) not make payment of the invoice raised in terms of clause 11.2.3 (c) within 14 days of the date of invoice:
 - a. You will additionally be charged a penalty of 3-month's rental.
 - 11.3. Should Vox successfully retrieve the Xbox Equipment from you, Vox will, subject to clause 11.4, credit the invoice for the retail value of the Xbox Equipment.
 - 11.4. Should the Xbox Equipment be returned damaged, you will be liable for the costs incurred by Vox to repair or replace the Xbox Equipment.

12. WARRANTY

- 12.1. Vox makes no warranty that the products will meet your requirements.
- 12.2. Vox makes no warranty that the products will be compatible with your equipment or any end user equipment.
- 12.3. No advice or information, whether oral or written, obtained by the customer from Vox through the services shall create any warranty.

13. ACCURACY OF CUSTOMER INFORMATION

- 13.1. You must provide Vox with accurate and up to date information: (i) when completing the Subscriber Agreement; (ii) when you contact Vox to report a suspected fault and are asked a standard set of structured questions and (iii) when you sign acceptance of replacement equipment.
- 13.2. Vox shall not be liable for any loss suffered as a result of your failure to provide accurate information, which may lead to a delay in the credit approval process or support provided under the service level agreement.

14. SERVICE LEVELS

- 14.1. A complimentary service level agreement is included in all rental contracts.
- 14.2. Vox provides you with a swap out service that includes Vox or Vox's agent collecting faulty Xbox Equipment and replacing it with similar Xbox Equipment as described in 6.4.4.
- 14.3. Faulty Xbox Equipment will be swapped out, subject to 6.4.5, within 72-hour business hours.
- 14.4. Original packaging must be retained for shipping and warranty purposes.
- 14.5. This clause only deals with the time within which Vox will swap out faulty equipment, but must not be interpreted to negate your responsibility and liability for damage that you are liable for.