

**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. Interpretation

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

- 1.1. **Anytime Data** refers to a data allocation for use at any time of the day or night.
- 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 network, and Customer access method.
- 1.3. **Customer** means Vox's end-customer who has contracted to use product or services referred to herein.
- 1.4. **Data Cap** means the amount of data allocated as part of the service subscription (e.g., 50GB is allocated to the package and once depleted a Top Up could be purchased).
- 1.5. **Download** refers to the maximum potential throughput rate at which data may be transferred from the Internet under optimal network conditions
- 1.6. **Equipment** means the hardware, including but not limited to a modem and router, which are owned by Vox, unless purchased outright by the customer.
- 1.7. **"Fair Use Policy" or "FUP"** means Vox's fair use policy as outlined in clause 5
- 1.8. **In Coverage** refers to a geographical area deemed within the LTE upstream provider network covered area, where the address for which the LTE service is being ordered.
- 1.9. **Network Coverage** means the geographical area within which the Internet Services can be accessed and used by the Customer.
- 1.10. **Night Surfer** refers to a data allocation applied to a specific time frame during the night, usually between midnight and seven o'clock in the morning. (Mobile Network dependent).
- 1.11. **Out of Coverage** refers to any geographical location which does not fall within the 'In Coverage' area.
- 1.12. **RICA** means the Regulation of Interception and Provision of Communication-related Information Act 70 of 2002;
- 1.13. **Top Up** refers to a once off add on bundle of data purchased to supplement a service account.
- 1.14. **Uncapped** means there is no cap on the data consumed, but access speeds will be limited as specified in the Fair Use Policy.
- 1.15. **Uncapped All Hours** refers to Telkom's package that offers internet access through all hours of the day.
- 1.16. **Uncapped Business Hours** is between 00:00 and 19:00.
- 1.17. **Upgrade/ Downgrade** means changing the subscribed package to either a higher or lower data allocation respectively.
- 1.18. **Upload** refers to the maximum potential throughput rate at which data may be transferred to the Internet under optimal network conditions
- 1.19. **Upstream Service Provider** means Telkom SA SOC Ltd.

## 2. Service Description

- 2.1. The Uncapped Business Hours is a Best Effort Fixed LTE service that provides the Customer with Uncapped data during Uncapped Business Hours, seven days per week.
- 2.2. The Uncapped All Hours is a Best Effort Fixed LTE service that provides the Customer with Uncapped data 24 hours per day.

## 3. Specific provisions pertaining to Vox Uncapped All Hours & Business Hours Packages powered by Telkom.

- 3.1. Access to the Uncapped All Hours and Uncapped Business Hours services is subject to Telkom's LTE Network Coverage and network availability as per Vox's LTE coverage map.
- 3.2. Vox shall not be responsible for Customer's failure to access the internet in areas that are not eligible for the Service.
- 3.3. Uncapped All Hours & Uncapped Business Hours is a Fixed LTE service and Customers will be required to use the service within the location of the physical address supplied during the application process.
- 3.4. Uncapped All Hours and Uncapped Business Hours may not be used as a mobile solution. The SIM card may be locked to the cellular towers surrounding the location where the SIM card is intended to be used (the order address).

- 3.5. Customers on the Uncapped All Hours & Uncapped Business Hours service shall be able to purchase Top Ups.
  - 3.5.1. For the Uncapped All Hours service: Top Ups, can be used to improve speed once the FUP limit is reached.
  - 3.5.2. For the Uncapped Business Hours service: Top Ups can be used to provide internet access between 19:00 to 23:59:59.
- 3.6. Top Ups expire within 61 days for Anytime Data and within 31 days for Night Surfer Data from the date of activation.
- 3.7. No carry-over to the following calendar month shall apply to the Uncapped All Hours or the Uncapped Business Hours service and all-inclusive benefits shall reset at the beginning of each calendar month.
- 3.8. Telkom prohibits the use of Voice, SMS, USSD, WASP, Roaming over the services.
- 3.9. All hardware will include a 12-month manufacturer's warranty.
- 3.10. All Vox LTE packages are Best Effort services.
- 3.11. Should the provisions of the Consumer Protection Act 68 of 2008 ("CPA") apply and the Customer terminates the service due to a lack of service functionality, Vox will not levy a termination fee beyond the standard router recovery fee.
- 3.12. An early cancellation penalty will be levied should a contract be prematurely terminated.
- 3.13. Upgrades and downgrades of Vox LTE packages are permitted, however will only be activated on the first day of the following month.
- 3.14. Downgrades of Telkom LTE package is subject to an administration fee, currently R404.00 excluding VAT.
- 3.15. Any unused Top Up is forfeited when Upgrading or Downgrading on Vox LTE powered by Telkom.
- 3.16. Uncapped All Hours and Business Hours are available on month-to-month contracts.
- 3.17. 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 Vox LTE Subscription be terminated.
- 3.18. Top Ups may be purchased via the Customer Zone.
- 3.19. If the account billing method is 'Debit order', Top-ups can be purchased twice on account and thereafter via Credit Card.
- 3.20. If the account billing method is 'Cash' or 'Direct Deposit', Top-Ups can be purchased via Credit Card only.
- 3.21. Telkom Fixed LTE services do not roam onto the Vodacom or MTN networks.
- 3.22. Orders for Fixed LTE can only be processed should the Customer address be deemed In Coverage.
- 3.23. The delivery address specified during the order phase is mandatory to allow the Vox courier service to deliver the service package.
- 3.24. Applicable RICA proof of address is required by the recipient in their personal capacity.
- 3.25. Should the first delivery attempt fail due to negligence of the Customer the courier will retry the delivery and the Customer account billed the additional delivery fee.
- 3.26. Should any charges be incurred to install outdoor router hardware, these charges will be billed to the Customer's account.
- 3.27. Should a router be deemed faulty due to Customer negligence, an administration fee may be levied to the Customer account to defray courier costs.
- 3.28. Should any Fixed LTE order be placed within coverage and used at a location deemed Out of Coverage, Vox accepts no liability for potential lack of, or degraded, service.
- 3.29. The Customer will be liable for cancellation costs as per Vox's General Terms and Conditions should the Fixed LTE services be used in an 'Out of Coverage' area as described in clause 1.11, and subsequently terminated by the Customer (the CPA cooling off cancellation terms do not apply).
- 3.30. In the event of a Customer choosing to purchase router hardware outright, the router becomes the property of the Customer and cannot be returned to Vox.
- 3.31. In the event of a Customer choosing a rental product option, the router remains the property of Vox and will be collected should the subscription be terminated at any point in time.
- 3.32. A fixed cancellation fee will be levied against the customer account in the event of a router rental agreement being terminated to defray administration and/ or collection fees by Vox, in addition to the standard notice period fee for termination of the data account.

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- 3.33. During busy periods, the upstream provider (Mobile Network Operator) may at its discretion implement traffic management rules which prioritize real time traffic, such as video streaming or browsing, over non real time traffic, such as torrents or large file downloads.
- 3.34. Data speeds may also be reduced during busy or peak network times.

## 4. Cancellation Terms

- 4.1. Customer must give one clear calendar month notice of their intention to cancel the service. Example: If cancellation is logged on February 20, the Fixed LTE service will terminate at the end of the following month on March 31.
- 4.2. Cancellations must be processed via the Vox Customer Zone or sent to Vox in writing. Customer must ensure that Customer receives a cancellation quote from Vox.
- 4.3. Any subscription which includes a router rental will be subject to an administration fee upon termination of the subscription.
- 4.4. Cancellation of a router rental subscription will initiate the process of collecting the router and the administration fee will be billed to the Customer account.

## 5. Fair Usage Policy

- 5.1. The FUP applies in respect of both the Uncapped All Hours and Uncapped Business Hours service as follows:
  - 5.1.1. on the first of each month Customers will receive the first allocated GB of data that allows for an up to 10Mbps or 20Mbps speed ("First Allocation");
  - 5.1.2. once the First Allocation has been depleted then an additional 50GB of data is provided at an up to 4Mbps speed ("Second Allocation");
  - 5.1.3. once the Second Allocation has been depleted the service will provide uncapped data at an up to 2Mbps speed for the remainder of the month.
- 5.2. Peer to peer and NNTP type protocols are further speed restricted.
- 5.3. The table below illustrates the Fair Usage Policy on the Uncapped All Hours and Uncapped Business Hours services:

5.4.

Product Name	Data Allocated per month (FUP)	Time of Operation
Uncapped Business Hours	- 350GB Data @ up to 10 Mbps; - 50GB Data @ up to 4 Mbps; - unlimited data @ up to 2 Mbps	Midnight-19:00pm
Uncapped All Hours (10Mbps)	- 500GB Data @ up to 10 Mbps; then - 50GB Data @ up to 4 Mbps; then - unlimited data @ up to 2 Mbps	24x7x365
Uncapped All Hours (20Mbps)	- 600GB Data is provided @ up to 20 Mbps; then - 50GB Data @ up to 4 Mbps; - unlimited Data @ up to 2 Mbps	24x7x365

- 5.5. Uncapped Business Hours service shall:
  - 5.5.1. be available for use between Midnight 19:00 pm 7 (seven) days per week; and
  - 5.5.2. not operate from 19:01 to 23:59:59.
- 5.6. Top Up bundles may be:
  - 5.6.1. purchased to access the service beyond the standard times of operation; and
  - 5.6.2. used from 19:01 to 23:59:59.

## 6. Acceptable Use Policy

- 6.1. Vox's Upstream Provider, Telkom, reserves the right to apply certain restrictions on the Uncapped All hours and Uncapped Business Hours service, to which restrictions the Customer agrees.

- 6.2. If a Customer's behavior is determined to be negatively affecting the user experience of other customers on Telkom's Network, the restrictions may be implemented, including:
  - 6.2.1. the throttling the Customer's throughput speeds to an appropriate proportion of the actual port speed; and/or
  - 6.2.2. shaping the Customer's bandwidth to limit the use of bandwidth intensive protocols and applications.
- 6.3. In addition, Telkom and therefore Vox, reserve the right to terminate the account of All Hours and or Business Hours service whose usage is continuously affecting Telkom's network performance undesirably.
- 6.4. This termination can be initiated by Telkom and/or Vox without warning to the Customer.
- 6.5. Telkom and accordingly Vox, reserve the right to suspend/terminate this service when any fraudulent activity is suspected to have occurred.