

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

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

- 1.1. **"DSL Line"** means a Digital Subscriber Line.
- 1.2. **"Asymmetric"** mean the data speed for downloading and uploading a packet is not the same.
- 1.3. **"Capped"** means a set data amount per month that
 - 1.3.1. has been allocated to the package the Customer has
 - 1.3.2. opted to purchase.
- 1.4. **"Contention Ratio"** means the number of users sharing the data capacity of a DSL line.
- 1.5. **"FUP"** means Fair Usage Policy. FUP limits the use of the internet or the speed after the consumption of a certain volume of data.
- 1.6. **"ISP"** means a third-party Internet Service Provider;
- 1.7. **"MB"** means megabyte. MB is a measure of data used every time you connect to the internet. 1MB has 1,048,576 bytes of data.
- 1.8. **"GB"** means gigabyte. GB is a measure of data used every time you connect to the internet. 1GB equals to 1024 MB of data.
- 1.9. **"TB"** means terabyte. TB is a measure of data used every time you connect to the internet. 1TB equals to 1024 GB of data.
- 1.10. **"Kbps"** means kilobits per second. Kbps measures the speed of internet bandwidth when transferring data.
- 1.11. **"Mbps"** means megabyte per second. Mbps measures the speed of internet bandwidth when transferring data.
- 1.12. **"Migration"** means moving the ownership of your DSL line from Telkom to VOX.
- 1.13. **"Off-peak"** refers to any other time not defined as Peak.
- 1.14. **"Peak"** means 06h00 – 17h59:59 on weekdays.
- 1.15. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002.
- 1.16. **"Throttling"** means selectively reducing the speed of certain services in or to comply with the Fair Access Policy once a limit has been reached.
- 1.17. **"Unshaped"** means that Vox does not prioritise or differentiate between different classes of traffic.
- 1.18. **"Uncapped"** has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology>, and
- 1.19. **"Usage"** is the amount of data sent and received.

2. Provisions Pertaining to DSL Services in General

- 2.1. All requests for the DSL Services at a site/branch shall be subject to a feasibility study to determine whether a network operator has adequate DSL infrastructure in order to provide the service at the location.
- 2.2. DSL services are asymmetrical.
- 2.3. All line speeds are dependent on Openserve network utilisation and are "best-effort" services, meaning the service is in no way guaranteed by Openserve or by Vox.
- 2.4. Upload and download speeds cannot be guaranteed.
- 2.5. If an analogue line is required for a product, Vox is not responsible for the analogue portion of the DSL line.
- 2.6. All new Customers are required to be registered in accordance with the requirements of RICA.
- 2.7. It is the responsibility of Vox to provide the Customer with a DSL line that has been activated and provisioned. Vox will not be responsible for the compatibility of devices connecting to the internet.
- 2.8. In the event of a Customer having an analogue service with Telkom and an DSL service with Vox and a suspension is placed directly on Telkom services, the DSL line will also be suspended. In such event, the Customer will not be granted a credit for the downtime experienced during the suspension period. Full monthly rental fees of the DSL services will be due to Vox.
- 2.9. In the event of copper being stolen, copper will not be repaired or replaced by the DSL service provider. In such case, the Customer will be required to move to alternate forms of internet connectivity and an immediate cancellation will be logged. Penalty fees for the DSL line will be waived, however no credits for downtime will be given.

3. Service Description

- 3.1. The DSL Service provided by Vox will enable Internet access to the Customer by transmitting and delivering IP packets between the router and the DSL Line (if provided by Vox).
- 3.2. **Services to residences:** Vox will provide the Customer with uncapped, unthrottled and unshaped access to the Vox Network via a DSL line at the Customer's premises for all consumer services.

- 3.3. **Services to business premises:** Vox will provide the Customer with uncapped, unshaped access to the Vox Network with or without a DSL line for their business premise.

4. Fat Pipe Home DSL (Consumer)

- 4.1. Fat Pipe Home DSL is a capped data service that is offered on a month-to-month contract.
- 4.2. Fat Pipe Home DSL is sold to Customers who have an existing analogue line and only requires data.
- 4.3. A router is not included in Fat Pipe products.
- 4.4. Services are sold in 100GB, 150GB, 200GB, 275GB, 325GB, 400GB, 500GB, 650GB, 1TB & 1.3TB bundles.
- 4.5. Unused data rolls over to the following month and does not expire while in contract, except that the maximum limit of accumulated unused data is six times the base subscription amount. For example, the accumulated data limit for a Fat Pipe 100GB service is 6 x 100GB = 600GB.
- 4.6. Subscribers who downgrade between Fat Pipe products may lose accumulated data if their accumulated data exceeds the maximum unused limit of the product to which they are downgrading i.e., if he/she has 1200GB unused data (from a 200GB Fat Pipe product) and downgrades to a 100GB Fat Pipe, 600GB will be lost (1200GB-600GB).
- 4.7. Four (4) concurrent connections are allowed per Fat Pipe account login.
- 4.8. Subscribers can purchase top up data bundles at an additional fee once the capped data package has been depleted.
- 4.9. This product offering is asymmetrical and unshaped.

5. Vox Uncapped Pure DSL (Consumer)

- 5.1. The uncapped packages will only allow one (1) concurrent login to the internet for Home Uncapped packages.
- 5.2. The Customer is not required to have an existing analogue line with Telkom to purchase Uncapped Pure DSL from Vox.
- 5.3. This product offering is asymmetrical, unshaped, and uncapped.
- 5.4. There is no FUP, and no throttling is applied to this product.
- 5.5. This product is offered on a month-to-month contract.
- 5.6. No hardware is included on the uncapped data only, or data + line products.
- 5.7. DSL line speeds available for Uncapped Pure DSL range from 5,10, 20 and 40 Mbps.

6. Vox Uncapped Copper DSL (Consumer)

- 6.1. The Uncapped packages will only allow one (1) concurrent login to the internet for Home Uncapped packages.
- 6.2. The Customer is required to have an existing analogue line with Telkom in order to purchase Uncapped Copper DSL with Vox. Vox is not responsible for the ordering and monthly payment of analogue portion of the DSL line. It is the subscriber's responsibility to settle any amounts owing directly to Telkom.
- 6.3. This product offering is asymmetrical, unshaped, and uncapped.
- 6.4. There is no FUP, and no throttling is applied to this product.
- 6.5. This product is offered on a month-to-month contract.
- 6.6. DSL line speeds available for Uncapped Copper DSL range from 5,10, 20 and 40 Mbps.

7. DSL Shared Account (Business)

- 7.1. This product offering enables businesses to purchase a pool of data that can be shared amongst their sites and user accounts.
- 7.2. A single data bundle is shared amongst multiple data accounts.
- 7.3. DSL Shared account is sold to businesses who have an existing analogue line and only requires data.
- 7.4. To obtain a level of security each data account will have their own username + password.
- 7.5. Enterprise owners can change data caps per user in real time and online via Vox Customer Zone (<https://portal.vox.co.za>).
- 7.6. Enterprise owners will have access to an online user management tool where they can create, edit, and view usernames for each data account.
- 7.7. Data capping can be enabled per data account.
- 7.8. Data usage notifications are sent via SMS & Email to the users at pre-defined thresholds.
- 7.9. Out of bundle rate is R3.85c/MB ex VAT.

8. Vox Business DSL (Business)

- 8.1. Vox Business DSL can be purchased with or without a DSL line from

Vox.

- 8.2. DSL line speeds available for Business DSL range from 5, 10, 20 and 40 Mbps.
- 8.3. A DSL managed router is included in the package.
- 8.4. A provisioning router is included in the package.
- 8.5. Business uncapped data services are specifically designed to support business protocols only.
- 8.6. Business DSL services that include a DSL line is solely used for access to the internet and excludes voice services.
- 8.7. Businesses are not required to have an analogue line with Telkom to purchase Business DSL from Vox.
- 8.8. This product offering is asymmetrical, unshaped, and uncapped.
- 8.9. FUP is applicable.
- 8.10. Throttling will be applicable after the consumption of a certain volume of data in specific timeframe.
- 8.11. This Business DSL service is offered on a twelve-month contract.
- 8.12. One /32 IP address is allocated to each DSL service.
- 8.13. A single /30 static IP range can be purchased at an additional fee.

9. MPLS Anywhere (Business & Consumer)

- 9.1. MPLS Anywhere can be sold to home users and businesses who have the need to connect to their corporate MPLS remotely.
- 9.2. MPLS Anywhere is a product that can be added on top of your standard DSL product.
- 9.3. Router must be capable of doing L2TP.

10. Data

- 10.1. Unused Capped Fat Pipe Data rolls over to the following months.
- 10.2. Rolled over Fat Pipe Data accumulates to a maximum of six times the base data allocation.
- 10.3. Subscribers who downgrade between Fat Pipe products may lose accumulated data if their accumulated data exceeds the maximum unused limit of the product to which they are downgrading i.e., if he/she has 1200GB unused data (from a 200GB Fat Pipe product) and downgrades to a 100GB Fat Pipe, he/she will lose 600GB. (1200GB - 600GB).
- 10.4. Subscribers who terminate a Capped Fat Pipe Data service will lose any accumulated data.

11. Hardware

- 11.1. The recommended DSL router for consumers and businesses is a TP-Link 300Mbps Wireless N VDSL/DSL Modem.
- 11.2. Consumers have the option to choose between purchasing the TP-Link 300Mbps Wireless N VDSL/DSL Modem router upfront or over a twelve-month rental period.
- 11.3. The TP-Link 300Mbps Wireless N VDSL/DSL Modem for Business DSL customers will run over a twelve-month rental period.
- 11.4. Business DSL services include a Mikrotik HAP AC2 provisioning router.
- 11.5. Both the provisioning router and DSL router remains the property of Vox for Business DSL services.

12. IP Addresses

- 12.1. Static IP's are not available for consumer DSL packages.
- 12.2. One /32 IP address is allocated to every DSL service.
- 12.3. A single /30 static IP range can be purchased, giving your business one usable static IP address.
- 12.4. 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 licence to use such addresses for a limited time.

13. Installation

- 13.1. Prior to installation, Openserve may request a utility bill or pin drop coordinates to confirm the location of the premise if the address provided cannot be verified on the DSL coverage map.
- 13.2. Installation time is subject to Openserve and may take UP to eight weeks.
- 13.3. In the event of a Customer claiming the DSL service was not installed correctly, the Customer will have ten working days to log the fault with Vox to rectify the installation.

14. Premise Move

- 14.1. In the event of a Customer moving premises, the existing DSL service must be cancelled, and a new DSL order must be placed for the new premise.
- 14.2. Should Vox offer to conditionally waive or subsidise the fee(s) and the Customer terminates their subscription within twelve (12) months of activating the Circuit the Activation Date, the full installation or setup and configuration fee is payable as part of the termination fee.

Termination fees will not be pro-rated.

- 14.3. A re-activation fee will be applicable for a premise move.
- 14.4. An installation fee will be applicable for a premise move.

15. Upgrade and Downgrades of Bandwidth Speeds

- 15.1. A subscriber may increase their DSL bandwidth speed if the DSL exchange to which the subscriber is connected supports the higher line speed.
- 15.2. Bandwidth speed upgrades/downgrades are subject to a reconfiguration fee and will be charged per change request.
- 15.3. One month notice is required for any service downgrade.
- 15.4. One week notice is required for any service upgrade.

16. Migration of a DSL line from an ISP

- 16.1. If a subscriber wishes to transfer their existing Copper Connect DSL line to Vox, the subscriber will consent in writing in an Appointment of Agent letter and submit this to Openserve to enable Vox to take ownership of the DSL line.
- 16.2. Pure DSL lines cannot be migrated. In such even, the existing DSL line must be cancelled with existing ISP a new DSL order placed with Vox.
- 16.3. Vox is not allowed to cancel the existing subscriber DSL service that a Customer has, even if the Customer has provided Vox written confirmation.
- 16.4. The Customer will be required to sign a new DSL contract with Vox.

17. Migration of Vox to DSL to Vox Fibre to the Business

- 17.1. The existing IP addresses will be retained when moving to Fibre to the Business.
- 17.2. The same provisioning router (Mikrotik RB750 or Mikrotik HAP AC2) that was used for the Business DSL service will be used for the Fibre to the Business service.
- 17.3. Fibre to the Business installation fees will be applicable. Please refer to the Fibre to the Business Terms and Conditions.
- 17.4. The TP-link DSL router remains the property of Vox if on a twelve-month contract and must be returned to Vox upon cancellation of the DSL service and installation of the Fibre to the Business service.

18. Cancellation Terms

- 18.1. Customer must give one clear calendar month notice of his/her intention to cancel the services in writing and in accordance with the cancellation process set out in clause 19 of the General Terms and Conditions. Any notice given on or after the first day of the month will only take effect on the last day of the following month. Example (a) notice received on 30 April, cancellation to be effective 31 May (b) notice received on 1 May, cancellation will be effective 30 June.
- 18.2. Should Vox offer to conditionally waive or subsidise the fee(s) and the Customer terminates their subscription within twelve (12) months of the Activation Date, the full installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.
- 18.3. If a fixed-term contract is terminated prior to the end of the contract term, a cancellation fee equal to the unexpired portion of the contract will be levied.
- 18.4. In the event of a Customer cancelling their Vox DSL service to replace their internet service with Vox Fibre to the Home or Fibre to the Business at the same address, the DSL termination fees will not be applicable.