

Vox Wireless Home – 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. Interpretation

Broadband terminology not specifically defined herein shall have the meaning assigned thereto in the ISPA Guideline and Recommendations on Broadband Terminology.

- 1.1. **Ad-Hoc:** charges are a once off fee Vox will charge the Customer for non-standard items such as specialised brackets, cherry pickers and scaffolding.
- 1.2. **Asymmetric:** means that the uplink traffic in the direction of the wholesale provider will be less than the downlink traffic in the direction of the end user site.
- 1.3. **Bundle:** means where more than one service is packaged as one solution.
- 1.4. **Commencement Date:** The date the link is installed.
- 1.5. **Configuration change fee** is a fee Vox will charge the Customer for any changes to the service requested by the Customer after signing the agreement, which includes but are not limited to changes in the type of service, throughput changes, , up or downgrade of services.
- 1.6. **Contention/Subscription ratio:** Contention or Subscription ratio's is the planning rules for shared access links or Network capacity. Basically, a contention ratio is a ratio of possible demand against total capacity.
- 1.7. **Coverage Area:** Geographical area where Vox is able to provide services unless determined to be not feasible.
- 1.8. **CPE:** Customer Premises Equipment means the service network terminating equipment which is leased (as part of the MRC) from, and managed by Vox, located at the Customers premises, used in conjunction with Vox Network in order for the Customer to use the service.
- 1.9. **Customer:** means a legal entity who engage with Vox into a binding contract to make use of any service.
- 1.10. **Duplex:** data can be transmitted in both directions on a signal carrier at the same time i.e., Upload and download of data happens at the same time.
- 1.11. **Equipment:** means the hardware, including but not limited to a modem, router, PoE, Radio and Antennae which are owned by Vox Telecom.
- 1.12. **Installation Period:** The period during which the installation of the Link is taking place, starting on the date this agreement becomes binding on Vox and the Customer, and ending on the Commencement Date.
- 1.13. **IP Network:** The internet protocol network owned and/or under the control of Vox.
- 1.14. **ISM Spectrum:** Unlicensed Spectrum open for anyone to use
- 1.15. **Jitter:** is the difference in time in end-to-end one-way delay between selected packets in a flow with any lost packets being ignored. Packet delay variation guarantees are expressed as an average measured over one calendar month.
- 1.16. **Latency:** is the roundtrip time expressed as the length in time it takes for a data packet to be sent to the destination address and for the acknowledgment of receipt to be received by the source address. Latency guarantees are expressed as an average measured over one calendar month.
- 1.17. **Link:** The Fixed Microwave circuit terminating at a Network Device at the Customers premises indicated on the Subscriber Agreement and at the other end at the Network-to-Network Interface between Vox and the Network Operator. Links are classified according to the traits of the premises where the access circuit is installed/ to be installed.
- 1.18. **LOS:** Line of Site between the high site and Customer premises.
- 1.19. **LOC:** Land Owner Consent is a form signed by the Land Owner to provide Vox permission to install equipment in a designated location.
- 1.20. **Monthly Recurring Charge (MRC):** is the fee Vox charge the Customer monthly in advance for providing the service as a managed service.
- 1.21. **NID:** Network Interface Device, is part of the VOX owned CPE and forms a mandatory part of the managed service.

- 1.22. **Non-Recurring Charge (NRC):** is the fee Vox will charge the Customer as a once off charge for the standard installation and configuration of the service at the Customer premises.
- 1.23. **Not Feasible:** Where it is neither technically nor commercially feasible to deploy wireless services at standard rates at all.
- 1.24. **Packet Loss:** is measured as a percentage of packets lost with respect to packets sent and is expressed as an average measured over one calendar month.
- 1.25. **Packet:** means a parcel of information, which is packaged depending on the transmission medium.
- 1.26. **PTMP:** Point to Multi Point solutions whereby a link is installed only at the Customer premises and links to a shared high site location
- 1.27. **Site Survey Document:** Report of the Site Survey, providing feedback on how the Microwave link will be installed to the subscriber's premises.
- 1.28. **Spectrum:** Radio frequencies that are regulated by ICASA in the South Africa.
- 1.29. **Standard Installation:** is an installation that is planned and executed after signing of a Service Order which service does not require a unusual site survey, special brackets, , a cable run longer than 30m and does not require any special health and safety preparations such as cherry pickers.
- 1.30. **Symmetric:** means that the uplink traffic in the direction of the wholesale provider will be the same as the downlink traffic in the direction of the end user site.
- 1.31. **Wireless Service:** The service delivered by Vox over the link, as more fully set out in the service description below, the Subscriber Agreement and the product rules.

2. Service Description:

Vox Wireless Broadband services

- 2.1. Vox Wireless Home Broadband services is an Asymmetric, uncapped, contended service which compromises of the provision of access to the internet at maximum speeds as set out in the Subscriber Agreement together with a relevant add-on services as described in the Subscriber Agreement. The service is provided by connecting the Customer at the Vox IP network across a link leased by Vox from a Network Operator.
- 2.2. Due to the best effort nature of the internet, IP throughput rates can only be managed from the Network Interface Device to the point of interconnection between the Vox IP Network and the Internet.
- 2.3. Technical support should be requested only where the performance of the link is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios.
- 2.4. Web-based speed tests are not reliable and will not be accepted by Vox as conclusive proof of non-performance by Vox. If a support call is logged with Vox, Vox shall use industry accepted tests in a controlled test environment to verify the performance of a Link.
- 2.5. Key service attributes are:
 - 2.5.1. Line speeds are Asymmetrical
 - 2.5.2. Vox Wireless Broadband could be subject to a Maximum Network contention of 1:20.
 - 2.5.3. Services are full Duplex.
 - 2.5.4. Best Effort Service with speeds up to the advertised speed profiles

3. Feasibility Studies

- 3.1. All requests for the Vox Wireless service shall be subject to a feasibility study to determine whether a Network Operator has adequate coverage and infrastructure to provide the Service at a specific location.
- 3.2. Desktop feasibilities are performed to conduct initial feasibility studies and confirm network availability.
- 3.3. A site survey and install will be conducted after acceptance of the quote, if the Customer requires a pre-quote site survey, the Customer is responsible for the cost of the site survey. The outcome of the site survey is determined on the site survey report, and it is a requirement for the subscriber to sign off.
- 3.4. The aim of the site survey is to confirm feasibility, determine line of site, determine the mounting position of the CPE, feasibility of a standard- installation, the cable run route, health and safety implications and installation turnaround times.
- 3.5. The quoted pricing is indicative and is subject to change based on the physical site survey.
- 3.6. Any special requirements identified by the Landlord or Customer will not be covered by this amount and will be at the cost of the Customer.
- 3.7. Failure to provide the correct information on the Land Owner Consent (LOC) document may result in an incomplete survey that can lead to a penalty charge for an additional site survey.
- 3.8. In the event where a premises fails a Physical Site survey on the specific Vox Wireless Product quoted, the Customer will not be held liable for an early cancellation fee.
- 3.9. In the event where a premises passes a successful Physical Site Survey and the Customer chooses to cancel the Vox Wireless solution ordered, they will be liable for an early cancellation fee, that will be charged regardless if the solution is replaced with another Vox connectivity (e.g different Wireless provider, Fibre) product.

4. Installation of Link

- 4.1. Services offered by Vox are all subject to a once-off set-up or Installation Fee.
- 4.2. Services will only be installed with a signed land owner consent (LOC).
- 4.3. The installation fees are subsidized on the condition that the customer remains with Vox at least 12 months, failing which Vox shall raise an Invoice for a cancellation fee.
- 4.4. Estimated lead times are determined by Vox Network Coverage, network availability and the specific scope of work.
- 4.5. The duration to install a link is subject to many factors, which are outside the control of Vox or the network operators, these include but are not limited to weather conditions and landlord approvals.
- 4.6. Installation times are therefore only estimates. Vox Shall do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of the link. Should the Customer terminate a Subscriber agreement before a link is installed, the Customer shall be obligated to pay an early cancellation fee.
- 4.7. The Customer shall be responsible for making available, at no cost to Vox, accommodation, power, space including mast space, ducting and other facilities for the purposes of housing the transmission equipment of the Network Operator required for the provision of the Services to the Customer. The Customer shall ensure that the premises for which the request has been made are accessible at any reasonable time as may be required by Vox to fulfil its obligations in terms hereof.
- 4.8. The Customer shall be responsible for obtaining all third-party approvals and consents necessary for surveying, installation, and use of the Services.
- 4.9. Vox has the right to replace a Link provided by a Network Operator or provided by itself, provided that the replacement Link shall not have lesser specifications than the link being replaced.
- 4.10. The Customer is responsible and liable to Vox for the Customer Premises Equipment (Radio, Antennae, Router and PoE) until such time that Vox can decommission it from the premises. In case of loss or damage to the CPE or portions of it, the Customer will be charge for the replacement value of those components and labour related to reinstatement if it.
- 4.11. Should a site be deemed feasible without any additional install requirements (Cherry Pickers, specialized brackets etc.), but the landlord or customer has identified a specific installation requirement then the end customer will be held liable for any requests that can be attributed to this.
- 4.12. Vox Home Wireless will only be installed in residential properties, installations into business premises will be cancelled.

5. Equipment

- 5.1. The Managed Service Equipment or Network Interface device will be provisioned with a standard configuration in respect of the ordered service.
- 5.2. The Network Interface Device is a critical part of the Service provided and can therefore not be excluded from the solution.
- 5.3. In the event of failure of the Equipment, Vox will repair or replace (at Vox's discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, the Customer must return the original Equipment to Vox.
- 5.4. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of Equipment where the Equipment failure was caused by the Customer's use, misuse, or changes to the Equipment, other than as previously agreed to in writing by Vox.
- 5.5. Vox will retain the password for the Equipment. Customers will not obtain access to the Equipment as the responsibility for the IP configuration of the Service lies with Vox.
- 5.6. Ownership of the Equipment remains with Vox. Equipment is not subject to a rent-to-own contract.
- 5.7. Ownership of the Vox Wireless Radio, Antennae and PoE device remains with Vox.

6. IP Addresses

- 6.1. Vox will assign dynamic NAT IP addresses from Vox allocated blocks obtained from AfriNIC.

7. Binding Effect

- 7.1. These product terms and conditions shall become binding on acceptance by Vox of the signed subscriber agreement, general terms and conditions and these product terms and conditions. Vox shall be deemed to have accepted these terms unless it notifies the Customer in writing to the contrary, in which event it shall furnish the Customer with reasons why the terms have not been accepted.

8. Support

- 8.1. Support for technical and billing issues must be logged telephonically, by email or in the online Customer portal – details at <https://www.voxtelecom.co.za/support-vox>
- 8.2. Any request for technical or billing support sent to account managers may result in delayed responses and turnaround times.
- 8.3. The Customer will provide Vox with accurate and up to date information when 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 as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.

9. Relocation

- 9.1. A Relocation request will follow the exact same rules as the installation of a new link, the additional requirement being removing the equipment from the current address, thus roof access at the original address will be required.
- 9.2. The portion of the Wireless Service that is comprised of the provision of the Link is provided to the specific address with a Link leased by Vox from a Network Operator.
- 9.3. Each Link has its own unique installation cost (which is not related to the installation fee charged by Vox) and accordingly should the Customer wish to move premises during the contract term of a Wireless Service, there will be associated costs recoverable from the Customer as follows:
- 9.4. If the new premises are at an address that falls within the definition of:

In-Coverage	The Customer will be responsible for the applicable relocation fees. The original contract signed will still be enforced, if still in contract. If the Customer wishes to relocate services, they will need to renew services with Vox in order for the request to continue if their current services are out of contract.
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	Should the Customer wish to upgrade they will need to log an upgrade request, as per the normal process. The Customer will not be allowed to resign an already valid contract for a lower contract term or bandwidth.
Not-Feasible	Customer will be held liable for the remainder of the contract term.

- 9.5. To ensure minimum disruption to Service to the Customer, Customer must give Vox at least 1 months' notice of its intention to move premises, together with full details of the new premises.
- 9.6. All requests for the Wireless Service at new premises shall be subject to a feasibility study and Physical Site Survey to determine whether the current Network Operator has adequate infrastructure and Line of Sight in order to provide the current Service at a specific location.

10. Service Upgrades

- 10.1. Customers are allowed to upgrade in contract services for the remainder of their contract term.
- 10.2. Customers will be charged a configuration fee for requested capacity upgrades.
- 10.3. Upgrade requests are subjected to a feasibility study to determine highsite capacity with network operators.
- 10.4. Should highsite capacity be reached then the upgrade request will be cancelled at no cost towards the Customer.
- 10.5. Customers can upgrade a link for an extended period and downgrade it to its original size without incurring penalties but would be liable for the configuration changes, subject to a signed quote.

11. Termination

- 11.1. Customer shall provide Vox with a 30-day cancellation period
- 11.2. The Customer will arrange access for Vox to decommission the CPE (Radio, Antennae and PoE) upon termination of the contract.

12. Bundled Services

- 12.1. Bundled services may be subject to separate product terms and conditions. In such event, the terms of such bundled services must as far as reasonably possible be read to be in harmony with these terms and conditions. Should there however be an irreconcilable conflict, the terms of each service shall apply without modification to the relevant affected service.
- 12.2. Bundle prices are fixed and are not subject to any reduction if the value-added services are not activated/used.

Voice Services

- 12.3. Detailed T&C's available under the Specific Voice Terms and Conditions

13. Fair and Acceptable Use Policy

- 13.1. The Customer shall at all times be bound by the Vox Acceptable Use Policy available at <https://www.vox.co.za/acceptable-use-policy/>

14. Resale of Service

- 14.1. Unless the Customer has entered into a reseller agreement with Supplier, resale of the Service is not permitted.