Fibre to the Home

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.

VOX REQUIRES NO LESS THAN 1 (ONE) CLEAR CALENDAR MONTH'S NOTICE FOR THE CANCELLATION OF THE FIBRE TO THE HOME SERVICE, SENT IN WRITING TO CANCELLATIONS@VOXTELECOM.CO.ZA OR PROCESSED ONLINE VIA THE MYVOX CUSTOMER PORTAL.

1. Definitions

Capitalised terms not defined herein have the same meaning defined in the General Terms and Conditions.

1.1. "**Contended**" means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third-party fibre access network over which the Vox service is delivered.
1.2. "**Unshaped**" means that Vox does not prioritise or differentiate between traffic classes.
1.3. "**Uncapped**" has the meaning in the ISPA guideline on broadband terminology published at http://ispa.org.za/code-of-conduct/terminology-guidelines/.
1.4. **"Clear Calendar Month"** means any of the twelve (12) months of the Gregorian calendar commencing on the first day of that month and ending on the last day of that specific month.

2. Resale of Service

Except where the Customer has obtained all the regulatory approvals and has entered into a reseller agreement with Vox, the resale of the Services or any bundled part thereof (e.g. VoIP, Mobile Data, Fat Pipe Data, Fibre Line and Equipment) is not permitted.

3. Contract Documents

3.1. These terms are to be read in conjunction with:

3.1.1. The General Terms and Conditions
3.1.2. Acceptable use policy available at https://www.vox.co.za/acceptable-use-policy/

4. Service Description

4.1. Vox will provide the Customer with contented capped or uncapped, unshaped access to the Vox Network via a fibre circuit at the Customer's premises as indicated on the Subscriber Agreement (the "Circuit") and the Equipment at a Vox Point of Presence ("PoP"), mobile data and voice over IP services.
4.2. The Service provides Internet access by transmitting and delivering IP packets between the Subscriber Equipment connected on the Vox Network using the Circuit and other networks per its standard business arrangements with providers of such other networks.

5. Throughput Rates

5.1. Access to and across the Vox IP Network is at the maximum throughput rates outlined in the Subscriber Agreement. Maximum throughput rates are not guaranteed.
5.2. Due to the nature of the Internet, Vox can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the Vox Network and the Internet. This means that:
5.2.1. Under the Fibre to the Home service terms, Vox does not manage your home network, and
5.2.2. Vox is not liable for the performance of your Wi-Fi network.
5.3. Vox may also reduce IP throughput rates under its fair use policy, available at https://www.vox.co.za/acceptable-use-policy
5.4. Vox must follow the fair use policies of certain upstream fibre network providers due to contractual obligations imposed by these providers.

6. Circuit

6.1. Vox, or the network operator, supplies, configures and tests the Circuit.
6.2. Each network operator defines its standard installation. If a non-standard installation, re-installation or any equipment move is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses necessary to install the Circuit. Such costs shall either be charged by the relevant network operator directly to the Customer or through Vox, depending on the business model of the network operator.
6.3. At any point after installation of a Circuit Vox shall be entitled to replace the Customer's Circuit with any other Circuit provided that:
6.3.1. The replacement of a Circuit does not result in the Customer incurring any additional charges; and
6.3.2. The quality of the new Circuit is equal to or better than the replaced Circuit.

7. Equipment

7.1. The Managed Service Equipment will be provisioned with a standard configuration for the ordered Service.
7.2. The Customer must identify a suitable location for the Equipment. The location must be dry, free from vibration, and well-ventilated. Installation is only possible if the distance from the termination point of the Circuit and a 220V energy supply to the position of the Equipment is not greater than 2 metres.
7.3. In the event of equipment failure, Vox will repair or replace (at Vox's discretion) the Equipment where the original equipment manufacturer's warranty covers such failure. Where the Equipment is replaced, the Customer must return the original Equipment to Vox.
7.4. 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.
7.5. Vox will retain the password for the Equipment. Vox is responsible for the IP configuration of the Service Configuration.
7.6. Ownership of the Equipment vests in the Vox. Equipment is not subject to a rent-to-own contract.

8. IP Addresses

Vox will dynamically assign IP addresses from Vox-allocated blocks obtained from AfriNIC or product-specific CGN Vox address space. 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.

9. Reporting Service

Vox may provide usage information in the online customer zone. The content of any usage information will only be visible to authorised users or authorised Vox employees. It is for usage information purposes only and will not be used to calculate service credits.

10. Accuracy of the Customer's Information

The Customer will provide Vox with accurate and up-to-date information: (i) when completing the Vox documentation and (ii) when the 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 due to the Customer's failure to provide accurate information or any relevant facilities, which may delay installation or service repair.

11. Maintenance

Scheduled maintenance on the Vox Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the Circuit. Vox and the network provider reserve the right to perform emergency maintenance without prior notice. Still, Vox shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

12. Set Up and Configuration/ Installation Fees

12.1. Services offered by Vox are all subject to a once-off set up and configuration or Installation fee.
12.2. Should Vox offer to conditionally waive or subsidise the fee(s) referred to in clause 13.1 above and (i) the Customer terminates the Customer's service within twelve (12) months of activating the Circuit or (ii) Vox terminates the service due to Customer's breach of the agreement, the entire installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.
12.3. Network operators may charge a separate installation fee, billed directly to the Customer, for installing the Circuit from the property boundary to within the home - even if and notwithstanding that the service is ordered directly with Vox.

13. Transfer of service

13.1. If Vox agrees to provision an already activated Circuit to the Customer under this Contract, then the provisions of clause 12.2 shall also apply to the Customer as if the prior customer's contract for that Circuit was assigned to the Customer.

14. Security

The Customer acknowledges that the logical and physical security measures related to the Services are the Customer's sole responsibility. Vox will not be held liable for any losses arising from security breaches of the Customer's Services.

15. Disclaimer

Vox will not be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third-party networks.

16. Promotional Pricing

16.1. Any advertised promotional pricing that may be offered occasionally is done so at the discretion of Vox.
16.2. Promotional pricing is subject to availability from the upstream network operator or Vox and may be withdrawn at any time without notice.

17. Relocation

17.1. The Service element comprised of the provision of the Circuit is provided to the specific address set out in the Subscriber Agreement with a Circuit leased by Vox from a network operator. Accordingly, the provision of the Circuit is not transferrable to other premises.
17.2. Notwithstanding that the cancellation is necessitated by relocation, Vox will recover the costs associated with such cancellation as set out herein from the Customer.
17.3. All requests for the Service at new premises shall be subject to a feasibility study to determine whether a network operator has adequate fibre infrastructure to provide the Service at the new location.

18. Frogfoot Air – Additional Terms

18.1. The Managed Service Equipment with this specific service will be Wi-Fi enabled.
18.2. The Wi-Fi radio frequency spectrum will be limited to the 2.4 GHz band.
18.3. The number of devices connected to the Managed Service Equipment will be limited to ten.
18.4. Ethernet ports on the Managed Service Equipment will be disabled. Therefore, it will not support any devices/equipment requiring a cabled LAN connection.
18.5. Upgrades and downgrades are only allowed between Frogfoot Air products. Migrations to other fibre products can only be implemented by processing a cancellation of the then-current Service and configuring a new Service under a new Subscriber Agreement.

19. Openserve Web Connect - Additional Terms

19.1. The Managed Service Equipment with this specific service will be Wi-Fi enabled.
19.2. Openserve provides this product and is subject to a Fair use policy (FUP) or usage thresholds as prescribed and managed by Openserve. Once the threshold has been reached, the Service will be downgraded to 20% of the ordered product speed. During peak busy hours, the full speeds may not be accessible if FUP is applied:
19.2.1. A usage threshold of 200 GB is applied to the -20/10Mbps product
19.2.2. A usage threshold of 300 GB is applied to the -40/20Mbps product
19.3. Upgrades and downgrades are only allowed between Openserve Web Connect products. Migrations to other fibre services can only be implemented by processing a cancellation of the then-current Service and configuring a new Service after concluding a new Subscriber Agreement.

20. Cancellation Terms

20.1. Customers must give one clear calendar month notice of their intention to cancel the services following 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. Examples:
20.1.1. Example 1: Notice received on 30 April, cancellation effective 31 May.
20.1.2. Example 2: Notice received on 1 May, cancellation effective 30 June.
20.2. If a cancellation in terms of clause 20.1 above results in the termination of service before the expiration date of a fixed-term agreement, then Vox shall be entitled to levy a termination fee equal to the fees that would have become due and payable in respect of the balance of the contract term.
20.3. If the Customer terminates a Circuit before Vox activates it or prevents Vox from activating the Circuit after it has been ordered, then the Customer shall be liable to Vox for any installation and other charges that it is liable to pay the network operator.
20.4. Upon cancellation, the Vox supplied Service Equipment (i.e. the Free-to-use router) must be returned in a reasonable condition (fair wear and tear is accepted) to your nearest PostNet within 10 days of your effective cancellation date. Once your cancellation is processed, Vox will send you communication with instructions on how to return the Service Equipment to Vox.
20.5. Should the hardware not be returned by the Subscriber within the prescribed 10 days or is not in a reasonable condition, Vox will charge a fee equal to the full replacement value of the device to the Subscriber's account.