

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 "Certified Installation Engineer" is a person who has been authorized by the Supplier to install the CPE.
  - 1.2 "CPE" or Customer Premises Equipment means the whole of the supplier approved transmit and receiving device including without limitation, the antenna and its equipment (satellite modem, a transmitter and receiver unit and the satellite dish.)
  - 1.3 "FAP" or Fair Access Policy is applicable to capped services plans and is a proportion of the service's total monthly data allocation assigned to the subscribers account.
  - 1.4 "FAP period" is the period specified in the service plan description and differs per service
  - 1.5 "FUP" or Fair Usage Policy is applicable to Unlimited Service Plans and describe the soft cap limits. Should utilization reach a total percentage of the allowed bandwidth threshold, the speed will be limited to a percentage of the contracted speed
  - 1.6 " Satellite" refers to satellite services provided under arrangement by Eutelsat and include the Konnect B7 or any replacement satellites
- ## 2 Specific Provisions pertaining to satellite services
- 2.1 Purchases on Account will be limited to the subscriber's applicable credit limit as determined by Vox
  - 2.2 Customer location must be in the network coverage map
  - 2.3 If the service is not feasible, as the result of network coverage or line of sight from customer mounting position to the appropriate satellite, determined by Vox certified installer during site the survey, the application and order will become null and void.
  - 2.4 The implementation of the service is subjected to a Landowner Consent and physical site survey.
  - 2.5 Site survey is the first phase of the installation to avoid cost, if the subscriber insists on a site survey before acceptance of quote, the subscriber is responsible for the cost of the site survey.
  - 2.6 The quoted pricing is for a standard installation and is subject to change based on the physical site survey.
  - 2.7 If the pricing does increase after conclusion of the site survey, the customer may choose not to resign the contract with adjusted pricing without incurring penalties for the site survey the contract is non in void
  - 2.8 Failure to provide the correct information on the Site Survey document can result in an incomplete survey thus delaying final installation and a penalty fee will be charged
  - 2.9 In the event that a cherry picker, scaffolding, special brackets or cable run longer than 40m, is required for the installation, this will be for customer's account as part of non-standard installation items.
  - 2.10 In the event that equipment has to be swapped out for upgrade or downgrade of services, the once off installation and or a decommission fee applicable will apply.
  - 2.11 When a service is still in the contract term, the customer will qualify for new advertised pricing under the following conditions:
    - 2.11.1 New contract is signed and must be for the same period as the existing contract i.e. the original contract is 24 months, a new 24month contract will need to be signed.
  - 2.12 When customer service is out of the original contract term:
    - 2.12.1 New pricing will apply to any new contract signed
  - 2.13 Activation and billing for the satellite service commences from installation and activation of the satellite service and not from cutover of total solution or value-added service. Data allocation is provisioned and calculated from the monthly anniversary date. This include data allowance for up and downgrades.
  - 2.14 Support for technical and billing queries must be logged telephonically to Vox Service Centre 0878050530 or by means of email to [help@voxtelecom.co.za](mailto:help@voxtelecom.co.za)
  - 2.15 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 the result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.
  - 2.16 The subscriber can only use the Satellite service plans with the supplier approved CPE.
  - 2.17 All satellite CPEs must be installed by Vox approved certified installers.
  - 2.18 No modifications to the CPE are allowed

- 2.19 The Eutelsat service is a best effort service, which means that it is a shared contended service and throughput speeds are not guaranteed.
- 2.20 There are numerous packages available to choose from. The advertised speeds are maximum "burstable" throughputs. Eutelsat network capacity planning aims to ensure that during the busiest hours of usage, the throughput over the satellite path does not drop below 30% of the link's maximum speed. The service is subject to Fair Use Policy of the Eutelsat network and several factors can influence the throughput speeds.
- 2.21 The Eutelsat service is a broadband best effort service provided over satellite with latency around 720ms which means that it might be not suitable for use of latency sensitive services, that may time out.
- 2.22 The Quality of Service for voice services is on a best effort basis if the Subscriber has not subscribed for a Eutelsat Service plan approved by the Supplier for voice services. Voice services on Eutelsat Satellite are only optimized over the Vox network
- 2.23 The Eutelsat service does not support Virtual Private Network applications, the customers must familiarize itself about the implications and take full responsibility for that.
- 2.24 Static IP addresses are available at additional cost to the customers.

## 3 Cancellation:

- 3.1 Cancellation of service requires a written notice 30 days in advance of deactivation of service and billing to [cancellations@voxtelecom.co.za](mailto:cancellations@voxtelecom.co.za)
- 3.2 If an account is terminated at a subscriber's request, then the capacity that was reserved for the services on that account will be released except if the subscriber requested in writing as part of the cancellation notice transfer of data to another account on the same network and service.
- 3.3 Reconnecting a disconnected account will require a technician to make an onsite visit to re-provision the subscriber's service at the subscriber's cost.
- 3.4 Early cancellation fees apply on term contracts when subscriber cancel services prior to the end of the contract.
- 3.5 Early cancellation fees will be determined as follows on term contracts: Outstanding months x Monthly Recurring Cost. On special promotions where CPE's are discounted into the term contract an additional cancellation fee will apply.
- 3.6 Cancellation fee applies if the service is cancelled between service order and implementation.

## 4 Customer Premises Equipment

- 4.1 The Subscriber requires Vox approved CPE for Eutelsat, which modem is locked exclusively to the Eutelsat network
- 4.2 The CPE combination is dependent on the position in the coverage area of the satellite and service plan type
- 4.3 Rental equipment (CPE) will remain the property of Vox during and after the contract
- 4.4 The subscriber can buyout rental equipment on completion of the rental period at a price that the supplier quote in writing
- 4.5 Customer LAN and networking equipment is excluded (i.e. phones, headsets, network switches, cabinets etc.) and will be quoted separately or be a prerequisite to installation where necessary

## 5 Eutelsat Service Plans.

- 5.1 The monthly data allowance on Eutelsat Service plans includes download and upload consumption but exclude nighttime data consumption during the freezone
- 5.2 Term contracts are available
- 5.3 An in-contract subscriber can upgrade to higher service plan by subscribing to another full-term contract with same or a higher monthly subscription value but cannot downgrade
- 5.4 Subscribers that are on the YahClick or Avanti service plan can change to Eutelsat Unlimited plans by signing a new contract with new hardware where applicable and installation
  - 5.4.1 Should the customer wish to move to another the Eutelsat satellite service and are still in contract, the customer will be liable for penalties

## 6 Fair and Acceptable Use Policy:

- 6.1 The Customer shall at all time be bound by the Vox Acceptable Use Policy, available at <http://www.voxtelecom.co.za/pdf/acceptableUsePolicy.pdf>

## 7 Resale of Service.

- 7.1 Unless the subscriber has entered into a Reseller agreement with the Supplier, resale of the Service is not permitted

the future or make any modification to the terms and conditions of the Free zone period in the interest of optimized network performance or to address network abuse.

## 8 Fair Access Policy on Eutelsat:

- 8.1 Once the data allocation for the service has been used in the FAP Period, the Fair Access Policy is instituted. The following FAP policies apply
- 8.2 The Eutelsat Customer Portal is available at no additional cost to the subscriber, this portal shall fulfill the following functions:
  - 8.2.1 Indicate the FAP status of the service
  - 8.2.2 Notify the subscriber of data consumption per session
  - 8.2.3 Display number of unredeemed FAP token
  - 8.2.4 Allow subscriber to activate an allocated FAP
  - 8.2.5 Do a speed test
- 8.3 **30 days FAP:**
  - 8.3.1 The subscriber is entitled to use the full monthly data allocation in any period in the month, starting from the day of registration of the Site Account Number on the Eutelsat network.
  - 8.3.2 FAP token are available on all service plans at an additional cost to subscriber
  - 8.3.3 Additional FAP token can be purchased by contacting our support center at 0878050530 or by email: help@voxtelcom.co.za
  - 8.3.4 FAP token will be displayed in the Eutelsat Customer Portal and the subscriber can activate the FAP token from the Eutelsat Customer Portal.
  - 8.3.5 FAP token can only be activated once the FAP limit has been reached.
  - 8.3.6 A FAP token resets the FAP position for the FAP Period
  - 8.3.7 Unused FAP token data will roll over to the next month and will be used before rollover monthly allocation data and new month's allocation.
  - 8.3.8 Unused FAP token only expire when the service is terminated.
  - 8.3.9 From 1 Mar 2019, customers can request by means of the cancellation notice that unredeemed token and unused data to be transferred to another Key on the Vox Eutelsat network. If the customer has not requested transfer of such unused data and unredeemed token, it will be forfeited as it is not possible to do so once the Key is decommissioned.

## 9 Fair Usage Policy:

- 9.1 Fair Use Policy (FUP) will be implemented on unlimited service plans according to the soft cap limits. Should utilization reach a percentage of the allowed bandwidth threshold, the speed will be limited to a percentage of the contracted speed, as Step 1. This methodology can be implemented in more than one step
- 9.2 FUP for Unlimited plans is as follows:
  - 9.2.1 **Unlimited 5Mbps:** Will be throttled to 1Mbps/1Mbps after a 100GB used, 512kbps/512kbps after 200GB used during the monthly data cycle.
  - 9.2.2 **Unlimited 10Mbps:** Will be throttled to 2.5Mbps/2.5Mbps after a 200GB used, 1Mbps/1Mbps after 300GB used during the monthly data cycle.
  - 9.2.3 **Unlimited 20Mbps:** Will be throttled to 5Mbps/3Mbps after a 200GB used, 2Mbps/2Mbps after 300GB used during the monthly data cycle.
  - 9.2.4 **Unlimited 30Mbps:** Will be throttled to 10Mbps/5Mbps after a 200GB used, 4Mbps/4Mbps after 300GB used during the monthly data cycle.
  - 9.2.5 **Unlimited 50Mbps:** Will be throttled to 15Mbps/5Mbps after a 200GB used, 5Mbps/5Mbps after 300GB used during the monthly data cycle.
- 9.3 At the start of the anniversary date (Date of install), any throttled service will be reset.
- 9.4 With reference to the contended access to capacity, the upstream provider reserves the right to apply actions to prevent network congestion.

## 10 Night-time data during free zone on Eutelsat services

- 10.1 Free night time data applies to all unlimited packages as indicated at time of sale, whereby the data downloaded during the local time period between 22h00 and 01h00, is not counted as part of the download consumption, and speeds are restored to full strength regardless of a subscriber's throttled status outside the hours of the Free zone. This feature is provided free of charge. However, the Supplier reserves the right to suspend the Free zone functionality in

- 11 **Warranty:** The CPE carries a 6month warranty for equipment purchased outright. The warranty is only applicable to the CPE and not to accessories and additional materials.

- 12 The following conditions apply to warranties on an Outright Purchase

- 12.1 The Upstream Provider warrants to Vox and end users that CPE's (Customer Premises Equipment) shall be free of defects in material and workmanship for the period of the warranty.
- 12.2 The warranty is only applicable to the CPE and not to accessories and additional material.
- 12.3 The warranty period starts from the date of registration on the satellite, which forms part of the installation process.
- 12.4 This warranty is contingent upon the proper installation of the product by a Vox certified installer and the suitable application and use of the CPE.
- 12.5 This Warranty does not include any field travel and may be void if the product is subjected to damage, abuse, misuse alteration, neglect or has been tempered, repair or installed by unauthorized persons as determined by Vox.
- 12.6 Damages from lightning or surge related issues are not covered under the warranty at all and the customer will pay for the replacement hardware, labor and travel cost in this regard.
- 12.7 The customer is responsible for the travel, installation cost and courier fees in case the return of material is authorized.
- 12.8 Vox shall replace the faulty item to ensure that the customer is in the same or better position as at the time before the item became faulty.

## 13 Warranty for Rentals

- 13.1 Vox Telecom will extend the onsite warranty period to the full time of a rental.
- 13.2 The warranty period starts from the date of registration on the satellite, which forms part of the installation process and end on the last day of the rental period
- 13.3 This warranty is contingent upon the proper installation of the product by a Vox certified installer and the suitable application and use of the CPE.
- 13.4 This Warranty does not include any field travel and may be void if the product is subjected to damage, abuse, misuse alteration, neglect or has been tempered, repair or installed by unauthorized persons as determined by Vox.
- 13.5 The customer shall insure the CPE for the full amount of the CPE plus installation and travel cost.
- 13.6 Damages from lightning or surge related issues are not covered under the warranty at all and the customer will pay for the replacement hardware, labor and travel cost in this regard.
- 13.7 The customer is responsible for the travel, installation cost and courier fees in case the return material is authorize.
- 13.8 Vox shall replace the faulty item to ensure that the customer is in the same or better position as at the time before the item became faulty.
- 13.9 The Customer must claim physical damages, travel and replacement cost from the insurer. Vox will provide a quote and technical test report for this purpose

## 14 Bundled Service

- 14.1 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.
- 14.2 Bundle prices are fixed and are not subject to any reduction if the value-added services are not activated/used.

## 15 Voice Services

- 15.1 VLANS for voice traffic will be allocated where Last Mile providers support this network feature.
- 15.2 Detailed T&C's available at <https://www.vox.co.za/wp-content/uploads/2019/03/Terms-and-Conditions-Voice-Products-v3.pdf>

## 16 Advance SLA.

- 16.1 An Advance SLA is available at additional cost and on the condition that the customer contracted for that option specifically.

**Eutelsat Satellite**

