

Vodacom Broadband Connect Wireless Service Schedule

These terms shall be governed by the terms and conditions contained in the General Terms and Conditions and shall be deemed to be incorporated therein by reference.

1. Definitions

1.1 For the purposes of the Contract, the following terms shall have the meanings assigned to them below:

- 1.1.1. "BitTorrent" is a protocol supporting the practice of peer-to-peer file sharing that is used to distribute large amounts of data over the Internet;
- 1.1.2. "Bundle" means the amount of data allocated to the Customer for use of the Service;
- 1.1.3. "the Contract" means the terms governing the provision of the Service, including this Service Schedule read together with the General Terms and Conditions;
- 1.1.4. "the CPE" means the equipment either owned by the Customer or the Equipment supplied and owned by Vodacom and installed at the Customer's premises to enable the Customer to gain access to the Service, including any Software embedded therein or used in conjunction therewith. CPE in this regard includes, but is not limited to, the Wireless Subscriber Unit and the Home Gateway Equipment;
- 1.1.5. "Email" means Electronic Mail which refers to a protocol for the exchange of messages by way of telecommunication systems including but not limited to web browsers and internet service providers;
- 1.1.6. "the Equipment" means any equipment owned, operated, installed and/or leased by Vodacom, including any Software embedded therein or used in conjunction therewith;
- 1.1.7. "FTP" means File Transfer Protocol and is a standard network protocol used to transfer computer files from one host to another host over a connected network, such as the Internet;
- 1.1.8. "Gaming" means a video game played over some form of computer network;
- 1.1.9. "Home Gateway Equipment" is the routing device placed on the Customer's premises to provide the Customer with access to the Service;
- 1.1.10. "HTTP" means Hypertext Transfer Protocol and is an application protocol for distributed, collaborative, hypermedia information systems;
- 1.1.11. "HTTPS" means Hypertext Transfer Protocol Secure and is a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet;
- 1.1.12. "IMAP" means Internet Message Access Protocol and is a protocol for Email retrieval and storage developed as an alternative to POP3;
- 1.1.13. "Internet" means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;
- 1.1.14. "Monthly Service Charge" means monthly charge raised by Vodacom on the Customer in regard to the Service, as varied from time to time, it being recorded that the Monthly Service Charge applicable at the time of signature hereof is recorded in the Pricing Appendix;
- 1.1.16. "Wireless" is a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network. Wireless permit transmission of data over longer distances and at higher bandwidths (data rates) than wire or copper cables;
- 1.1.17. "Wireless Subscriber Unit" is a device placed at the Customer's premises that transforms incoming Wireless signals into

electronic signals in order to provide telecommunications services over a Wireless network;

- 1.1.18. "Peer-to-Peer" is a type of decentralised and distributed network architecture in which individual nodes in the network (called "peers") act as both suppliers and consumers of resources, in contrast to a centralised client-server model where client nodes request access to resources provided by central servers;
- 1.1.19. "POP3" means Post Office Protocol version 3 and is an application-layer Internet standard protocol used by local Email clients to retrieve Email from a remote server over a network connection;
- 1.1.20. "the Pricing Appendix" means the document attached to this Service Schedule detailing the charges payable by the Customer for the Service;
- 1.1.21. "the Service" means the service in terms of which Vodacom provides access to the Internet, by means of a CPE device and using Wireless connectivity, to the sites identified by the Customer and as set out in the Pricing Appendix;
- 1.1.22. "Software" means any computer programme, software or other materials installed or provided by or on behalf of Vodacom for the purpose of using any Equipment or the Service, including any computer programme, software or other materials embedded in or used in conjunction with Equipment and/or any electronic communications system or equipment operated or maintained by Vodacom;
- 1.1.23. "SMTP" means Simple Mail Transfer Protocol and is an Internet standard for Email transmission;
- 1.1.24. "SSH" means Secure Shell and is a cryptographic network protocol for secure data communication, remote command-line login, remote command execution, and other secure network services between two networked computers;
- 1.1.25. "Telnet" means a network protocol used on the Internet or local area networks to provide a bidirectional interactive text-oriented communication facility using a virtual terminal connection;
- 1.1.26. "Uncapped Broadband Internet Access" means high-speed Internet access using a transmission technique that carries several data channels over a common wire and that has no limit with regards to the amount of data that can be downloaded for the line speed offered;
- 1.1.27. "Users" means the relevant authorised delegate of the Customer making use of the Service provided by Vodacom in terms of the Contract;
- 1.2. All other words, expressions and phrases not specifically defined herein shall have bear the meanings assigned to them under the General Terms and Conditions or where not defined therein, their generally understood meaning in the ICT industry.

2. PROVISION OF THE SERVICE

- 1.1. Vodacom shall make the Service available to the Customer throughout the duration of the Contract save and except in circumstances beyond the control of Vodacom and subject to the terms and conditions herein contained read together with the General Terms and Conditions.

- 1.2. Bundle information and further parameters applicable to the Service are further detailed in Annexure 1 hereto.

3. COMMENCEMENT AND DURATION

- 1.1. Notwithstanding the date of signature hereof, the commencement date of the Contract shall be deemed to be the date of activation of the Service.
- 1.2. The Contract shall remain in force for the initial period selected by the Customer and noted on the Application Form or the cover page to this Service Schedule, as the case may be, ("the Initial Period") whereafter it shall automatically be renewed for an indefinite period subject to termination on not less than 1 (one) calendar months written notice, provided that no notice may be given so as to require termination prior to the expiry of the Initial Period.

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4. CHARGES AND FEES AND PAYMENT TERMS

- 1.1 The Customer shall be liable to pay to Vodacom a once-off installation and activation fee which shall be billed and invoiced to the Customer together with the Monthly Service Charge due for the first month following activation.
- 1.2 The Monthly Service Charge shall be invoiced monthly in advance and the Customer shall pay all amounts due and so invoiced within 30 (thirty) days of date of the applicable invoice.

5. OBLIGATIONS OF THE CUSTOMER

- 1.1 Notwithstanding any obligations the Customer may have as detailed in Annexure 1, the Customer shall –
 - 1.1.1 procure and maintain, in its name and at its expense, all necessary permits and consents required for the installation and/or use of any equipment, including without limitation, the CPE and/or Equipment in conjunction therewith for the duration of the Contract;
 - 1.1.2 ensure all equipment connected to or used in conjunction with the Service is connected or used in accordance with applicable South African laws, rules and/or regulations and shall obtain the prior written approval of Vodacom before connecting or permitting any third party to connect any equipment to any electronic communication system operated by Vodacom or any Equipment;
 - 1.1.3 comply with its obligations as may be set out in the attached Annexure 1;
 - 1.1.4 ensure that the Service is used strictly in accordance with Vodacom's Acceptable Use Policy posted at www.vodacombusiness.co.za and in accordance with the Annexure attached hereto;
 - 1.1.5 promptly comply with all notices, instructions or directions given by Vodacom in respect of the installation, use or operation of the Service, Software and all equipment;
 - 1.1.6 install, use and maintain all CPE and/or Equipment in good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Vodacom and the vendor thereof and shall disconnect and/or cease to use such Equipment at the request of Vodacom;
 - 1.1.7 provide at its own expense, as and when required by Vodacom, all facilities and resources necessary for the proper installation, operation and maintenance of the Service and all Equipment, including without limitation, power points, electricity, conduits and appropriate access;
 - 1.1.8 ensure that all equipment (other than Equipment) and all Software installed by or for the Customer and used in conjunction with the Service is compatible with and will function with all other equipment and Software; and
 - 1.1.9 ensure that in the event of installations by Vodacom personnel or contracted installer, the Customer shall be present in such case and shall sign the installation completion certificate on completion thereof.
- 1.2 The Customer shall not –
 - 1.1.1 use or permit the use of the Service or install, connect or link or use (or permit the installation, connection, linking or use) of any electronic communications equipment in contravention of any South African laws, rules and/or regulations;
 - 1.1.2 carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any Equipment or Software without the prior written consent of Vodacom;
 - 1.1.3 use or permit the Service to be used, directly or indirectly, to carry or transmit (or facilitate the carriage or transmission of) any message, data or information which does not belong to or originate from the Customer or for the purpose of re-selling the Service without the prior written consent of Vodacom;
 - 1.1.4 permit any person to utilise the Service or any Equipment or Software or retain possession of any Equipment or Software without the explicit consent of the Customer; in any event, the Customer shall be solely responsible and liable for all acts or omissions of any third party utilising the Service with the

Customer's permission; and/or

- 1.1.5 use or permit the use of the Service and/or Equipment and/or CPE in any manner or for any purpose whatsoever which generates or is likely to generate electronic communications traffic which causes or is likely to cause congestion in or disruption of the Service offered by Vodacom.

6. ACCESS TO CUSTOMER'S PREMISES

- 1.1 Where installation of the CPE is required to be undertaken, the Customer shall, whenever required by Vodacom, procure that Vodacom's personnel or contracted installer, be permitted access to the Customer's premises and to remain at such premises –
 - 1.1.1 to carry out any inspection, repair, testing or maintenance of the CPE and other equipment relevant to the provision of the Service;
 - 1.1.2 take up or remove such fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers as may be necessary to install the CPE and/or ancillary equipment and carry out and making good or decorators work required subsequent to such installation.
- 1.3 The Customer shall be present at any installation of the CPE by Vodacom personnel or contracted installer and shall sign the installation completion certificate on completion thereof.
- 1.4 In the event that Vodacom replaces a defective CPE outside of the warranty period, the Customer shall be charged for the replacement CPE and such CPE shall carry the warranty as detailed in clause 7.1 above.

7. CPE WARRANTY

- 1.1 Vodacom warrants to the Customer that the CPE supplied by Vodacom to the Customer shall be free from defects in material and workmanship for a period of 24 (twenty four) months following the date of delivery ("the warranty").
- 1.2 The warranty does not extend to batteries, dongles, power and UPS requirements and same are specifically excluded from the warranty.
- 1.3 In the event that Vodacom replaces a defective CPE during the warranty period, the replacement CPE shall carry the same warranty but only for the remainder of the warranty period relevant to the replaced CPE.
- 1.4 In the event that Vodacom replaces a defective CPE outside of the warranty period, the Customer shall be charged for the replacement CPE and such CPE shall carry the warranty as detailed in clause 7.1 above.

8. MULTIPLE USERS

- 1.1 The Customer acknowledges and agrees that the Contract is executed by it on behalf of all Users who use the Service with the Customer's permission and accordingly, the Customer shall bear the responsibility of ensuring that all such Users comply with the terms and conditions of the Contract.
- 1.2 The Customer further acknowledges and agrees that it shall be liable for all breaches of the terms of the Contract by such Users.

9. DATA RETENTION

- 1.1 Vodacom shall retain all data either provided by the Customer or generated through the provision of the Service ("Customer Data") as well as all information relating to the Customer in terms of its categorisation within a group or type based on various demographic, psychographic and/or geographic characteristic ("Customer Profile Data").
- 1.2 Vodacom may, to the extent permitted by law, receive or disclose the Customer Profile Data, including personal information, documents, detailed usage records, credit profile information and/or any other credit information.
- 1.3 Vodacom may, to the extent permitted by law, receive or disclose the Customer Data to any law enforcement agencies that require the information for the prevention or investigation of criminal activities.

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10. VODACOM'S RIGHTS

- 1.1 The parties specifically record and agree that all rights conferred on Vodacom under this Service Schedule in respect of any matter or event shall be additional to any rights conferred on Vodacom under the General Terms and Conditions

ANNEXURE 1

1. Bundles

The Customer shall have the option to select one of the following Bundles in order to utilise the Service:

Bundle	Broadband Connect Wireless Service
BBC Wireless 10GB	10GB Capped Broadband Internet Access delivery Service
BBC Wireless 15GB	15GB Capped Broadband Internet Access delivery Service
BBC Wireless 20GB	20GB Capped Broadband Internet Access delivery Service
BBC Wireless 30GB	30 Capped Broadband Internet Access delivery service
BBC Wireless 40GB	40 Capped Broadband Internet Access delivery service
BBC Wireless 50GB	50 Capped Broadband Internet Access delivery service
BCC Wireless 2 Mbps uncapped	2MbpsUncapped Broadband Internet Access delivery service
BCC Wireless 4 Mbps uncapped	4MbpsUncapped Broadband Internet Access delivery service
BCC Wireless 8 Mbps uncapped	8Mbps Uncapped Broadband Internet Access delivery service
BCC Wireless 10 Mbps uncapped	10Mbps Uncapped Broadband Internet Access delivery service
BCC Wireless 20 Mbps uncapped	20Mbps Uncapped Broadband Internet Access delivery service
BCC Wireless 30 Mbps uncapped	30Mbps Uncapped Broadband Internet Access delivery service
BCC Wireless 40 Mbps uncapped	40Mbps Uncapped Broadband Internet Access delivery service

2. USAGE PARAMETERS

- 1.1. The usage parameters set out in this document are designed to assist in protecting the Vodacom Network, the Service, Customers and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve service and to improve service offerings.
- 1.2. As stipulated in the Acceptable Use Policy, Vodacom reserves the right to monitor usage and apply certain restrictions.
- 1.3. Any stated speeds and uninterrupted use of the Service are not

guaranteed and actual speeds vary based on the amount of traffic on the internet, content on the particular website, or by the overall performance and configuration of the computer connected to the Service and will likely be lower than the speeds indicated during peak hours.

- 1.4. This document is not intended to replace or supersede the Acceptable Use Policy.
- 1.5. Some protocols will receive priority over the Vodacom Broadband network and are seen as business critical applications.
- 1.1.1. These protocols include:

- HTTP
- HTTPS
- SMTP and POP3
- IMAP
- FTP
- TELNET
- SSH

- 1.6. The following protocols are deemed non-business critical and shall receive the lowest priority on the Vodacom network:

- Peer-to-Peer
- BitTorrent
- Gaming

3. INSTALLATION PARAMETERS

Vodacom shall install the CPE at the site(s) identified by the Customer. The mounting will be structurally sound and comply with all appropriate regulations and requirements. Customer preference or aesthetic regulation of the mount location will be considered as long as the request does not present additional labour and costs to Vodacom. In the event that the Customer preference results in additional costs, such additional costs will be discussed and agreed to prior to installation. In such cases, the installation is deemed as a non-standard installation and customer will be responsible for ensuring that all conditions for installation are met. The billing systems will be updated once the installation is completed as accepted by the customer. The scenarios for this are provided under the non-standard installation section 3.2 below.

- 1.1. Standard Installation
2. A standard installation shall entail the following:

- All site preparations which can be performed by Vodacom where such preparations shall not require subcontracting or use of local facilities personnel;
- Excludes efforts to structurally reinforce walls or roofs, landscaping, tree removal, excavation into concrete, roadways, paving or pavements for cable conduit, or ducting, roof penetrations, or restricted site of roof access requiring lifts, cranes or helicopters;
- Wall mounts shall be mounted to surfaces or building materials that can support the wall mount (the following are examples of non- acceptable surfaces stucco, aluminium, or vinyl siding);
- Grounding according to Vodacom specifications;
- As part of the installation, Vodacom shall activate and commission the CPE as well as conduct tests to verify the Service is operational. Vodacom shall demonstrate to the Customer that the Broadband Connect Wireless Service is

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operational by connecting to the Internet via one wired connection and/or one Wi-Fi connection.

- After demonstrating that the Service is operational, the Customer shall sign an installation completion certificate.

1.2. Non-standard installation

A non-standard installation may incur additional costs and shall entail the following:

- UTP CAT5 Cable length in excess of 50 (fifty) metres;
- Installations at sites that are in high-rise buildings; or installations that require different reticulation, mounts or site revisits;
- Where the site is on a rental property and the landlord thereof has strict requirements to meet in order to receive approval for the installation of equipment i.e. requires renegotiation of lease in order to install the CPE or specialized installation to meet landlord approval. Landlord approval is the sole responsibility of the Customer and is required prior to the installation commencing.

4. SUPPORT PARAMETERS

1.1. The following Support parameters shall be applicable for the Service:

1.1.1. Vodacom shall provide the Customer with access to the Technical Call Centre. Technical Call Centre contact details:

1.1.1.1. Telephone: 082 1940

1.1.1.2. Email: 0821940@vodacom.co.za