



SERVICE SCHEDULE NUMBER:.....

# VODACOM BROADBAND CONNECT Wireless Lite 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. **"Coverage Area"** means the primary Service area with LTE coverage;
  - 1.1.5. **"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;
  - 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. **"HTTP"** means Hypertext Transfer Protocol and is an application protocol for distributed, collaborative, hypermedia information systems;
  - 1.1.10. **"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;
  - 1.1.11. **"IMAP"** means Internet Message Access Protocol and is a protocol for e-mail retrieval and storage developed as an alternative to POP3;
  - 1.1.12. **"Internet"** means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;
  - 1.1.13. **"LTE"** means Long Term Evolution and is a standard for wireless communication of high-speed data for mobile phones and data terminals. LTE is also referred to as 4G;
  - 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;
  - 1.1.15. **"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 centralised client-server model where client nodes request access to resources provided by central servers;
  - 1.1.16. **"POP3"** means Post Office Protocol version 3 and is an application-layer Internet standard protocol used by local e-mail clients to retrieve e-mail from a remote server over a network connection;
  - 1.1.17. **"the Pricing Appendix"** means the document attached to this Service Schedule detailing the charges payable by the Customer for the Service;

- 1.1.18. **"the Service"** means the service in terms of which Vodacom provides access to the Internet, by means of a CPE device with LTE capabilities, to the sites identified by the Customer and as set out in the Pricing Appendix;
- 1.1.19. **"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;
- 1.1.20. **"SMTP"** means Simple Mail Transfer Protocol and is an Internet standard for electronic mail (e-mail) transmission;
- 1.1.21. **"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;
- 1.1.22. **"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;
- 1.1.23. **"Top-Up Bundle"** means any additional data as purchased by the Customer on an ad-hoc basis;
- 1.1.24. **"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

- 2.1. 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.
- 2.2. The Customer shall be provided with the Service by means of an LTE enabled SIM card which is inserted into the CPE device.
- 2.3. The Customer acknowledges and agrees that the Service is provided on a best-effort basis and Vodacom makes no warranty that the Service will be available at all times.
- 2.4. Due to the nature of the technology, Vodacom shall endeavour to ensure the availability of the Service at any location within South Africa, however, the Service is limited to the Coverage Area as published by Vodacom from time to time. The premises identified by the Customer at the initiation of the Contract is deemed to be the primary premises for the provision of the Service and the Customer acknowledges that the provisions of the Service is subject to this premises being in the Coverage Area.
- 2.5. Should the Customer move the CPE from the primary premises as described above, Vodacom cannot guarantee availability or performance of the Service at all times.
- 2.6. Bundle information and further parameters applicable to the Service are further detailed in Annexure 1 hereto.

## 3. COMMENCEMENT AND DURATION

- 3.1. Notwithstanding the date of signature hereof, the commencement date of the Contract shall be deemed to be the date of activation of the Service.
- 3.2. The date of activation of the Service shall be the date on which the CPE is powered up and automatically connects to the Service. Notwithstanding the aforementioned, the Service shall be automatically activated within 7(seven) Business Days of delivery of the CPE to the Customer.

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3.3. 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 further successive 1 (one) year periods ("**the Renewal Period(s)**"), 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 or the Renewal Period, as the case may be.

**4. CHARGES AND FEES AND PAYMENT TERMS**

4.1. 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.

4.2. 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.

4.3. In the event the Customer orders a Top-Up Bundle, the charge for such bundle shall be reflected on the invoice in the month subsequent to the bundle being ordered.

**5. OBLIGATIONS OF THE CUSTOMER**

5.1. Notwithstanding any obligations the Customer may have as detailed in Annexure 1, the Customer shall

5.1.1. 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;

5.1.2. 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;

5.1.3. comply with its obligations as may be set out in the attached Annexure;

5.1.4. ensure that the Service is used strictly in accordance with Vodacom's Acceptable Use Policy posted at [www.vodacombusiness.co.za](http://www.vodacombusiness.co.za) and in accordance with the Annexure attached hereto;

5.1.5. 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;

5.1.6. 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;

5.1.7. 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;

5.1.8. 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

5.1.9. 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.

5.2. The Customer shall not -

5.2.1. 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;

5.2.2. 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;

5.2.3. 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;

5.2.4. 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

5.2.5. 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. CPE WARRANTY**

6.1. 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**").

6.2. The warranty does not extend to batteries, dongles, power and UPS requirements and same are specifically excluded from the warranty.

6.3. 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.

6.4. 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 6.1 above.

**7. MULTIPLE USERS**

7.1. 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.

7.2. The Customer further acknowledges and agrees that it shall be liable for all breaches of the terms of the Contract by such Users.

**8. DATA RETENTION**

8.1. 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**").

8.2. 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.

8.3. 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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**9. VODACOM'S RIGHTS**

9.1. 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:

<b>Bundle</b>	<b>Broadband Connect Wireless Lite Service</b>
5GB	Broadband Internet Access with a maximum limit of 5 Gigabits
10 GB	Broadband Internet Access with a maximum limit of 10 Gigabits
20GB	Broadband Internet Access with a maximum limit of 20 Gigabits
50GB	Broadband Internet Access with a maximum limit of 50 Gigabits
100GB	Broadband Internet Access with a maximum limit of 100 Gigabits
150GB	Broadband Internet Access with a maximum limit of 150 Gigabits
200GB	Broadband Internet Access with a maximum limit of 200 Gigabits

**2. USAGE PARAMETERS**

- 2.1. 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.
- 2.2. As stipulated in the Acceptable Use Policy, Vodacom reserves the right to monitor usage and apply certain restrictions.
- 2.3. 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.
- 2.4. This document is not intended to replace or supersede the Acceptable Use Policy.

2.5. Some protocols will receive priority over the Vodacom Broadband network and are seen as business critical applications.

2.5.1. These protocols include:

- IMAP
- FTP
- TELNET
- SSH

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

- Peer-to-Peer
- BitTorrent
- Gaming

**3. INSTALLATION PARAMETERS**

3.1. Upon purchase of the Service, the CPE shall be shipped to the premises as identified by the Customer.

3.2. The CPE is delivered pre-configured and upon connection to a power source by the Customer, the CPE shall automatically connect to the Service

**4. SUPPORT PARAMETERS**

4.1. Notwithstanding anything detailed in the General SLD, the following Support parameters shall be applicable for the Service:

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

4.1.1.1. Telephone: 082 1940

4.1.1.2. Email: 0821940@vodacom.co.za

**5. ON-SITE SUPPORT**

5.1. Within the first year of activation of the Service, the Customer is entitled to a single on-site support visit by Vodacom at no cost to the Customer. Vodacom may provide assistance with CPE installation or technical troubleshooting should the Service not be operating correctly.

5.2. The initial on-site support visit shall be at no cost to the Customer; however, any further on-site support visits shall be charged the standard call out rates for an on-site support request.

5.3. Should the initial on-site support visit not be utilised within the first year following activation of the Service, an on-site support visit shall then become chargeable and the Customer shall be charged the standard call out rate for an on-site support request

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