

**ANNEXURE:** *(insert number)*  
**SERVICE SCHEDULE NUMBER:** *(insert number)*

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**SCHEDULE:** *(insert number as above)*

**ANNEXURE - VODACOM BUSINESS INTERNET LTE**

**between**

**VODACOM (PTY) LTD**

**and**

***(insert Customer's full name)***

**INITIAL PERIOD:**

**SERVICE ELEMENTS:**

**SCHEDULE INDEX**

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## **SECTION A – ANNEXURE - VODACOM BUSINESS INTERNET LTE**

### **1. SERVICE ELEMENTS**

- 1.1. Vodacom will provide the Customer with a Service referred to herein as Business Internet LTE.
- 1.2. Access to the Service will be enabled by means of an LTE enabled SIM card, of which SIM card will be provisioned and should only be used with the CPE device(s) provided by Vodacom as part of the Service.
- 1.3. The customer may opt for the *SIM only* service plan, as per clause 1.1.3 of Appendix 1, which allows the Customer the option to Bring Your Own Device (“BYOD”) provided the Customer device is certified as per the pre-certified Equipment list
- 1.4. Vodacom shall endeavour to ensure the availability of the Service at any location within South Africa, limited to the Coverage Areas only as published by Vodacom from time to time. The premises identified by the Customer at the Activation of the Service is deemed the primary premises for the provision thereof, and the Customer acknowledges that the provisions of the Service is subject to the aforementioned premises being situated in the Coverage Area.
- 1.5. The Customer will have the option of utilizing the Service as per the service plans, set out in Appendix 1.
- 1.6. If the Customer requires the Service and / or Equipment to be moved, either to a new building or premises (“Outdoor Transfer”) or within the same building (“Indoor Transfer”), the Customer is required to provide Vodacom with 30 (thirty) days written notice prior to the requirement been carried out.
  - 1.6.1. If after the Outdoor Transfer occurs and based on tests carried out by Vodacom, the Customer agrees that the Service may not be available or operate.
- 1.7. Bundle information and further parameters applicable to the Service are detailed in Appendix 1.
- 1.8. Vodacom may implement changes to its Terms and Conditions, including the applicable Tariffs referred to in this Schedule, from time to time by providing customers with reasonable prior written notice before implementing such changes.

## **SECTION B – COMMERCIAL TERMS AND CONDITIONS**

### **2. PAYMENT TERMS AND CHARGES**

- 2.1. Vodacom will issue a monthly invoice to the Customer.
- 2.2. All Charges will be invoiced in advance unless otherwise indicated.
- 2.3. The Customer will pay the following Charges within 30 (thirty) days of the date on any invoice:
  - 2.3.1. Service Charge;
  - 2.3.2. Equipment Charges;
- 2.4. In the event the Customer elects to purchase a Prepaid Service from Vodacom:
  - 2.4.1. The Customer will pay for the Service monthly, upfront and in advance
  - 2.4.2. The Customer will pay for any Equipment once-off, upfront and in advance
  - 2.4.3. Should no payment be received for the Service Charge from the Customer, no Service will be provided.

In the event the Customer logs a Problem and / or Incident ticket with Vodacom and it is determined that the root cause of the Problem and / or Incident is due to the Customer's infrastructure, network, and / or equipment, the Customer will be liable for a support call out fee and costs incurred by Vodacom in respect of the call out.

### **3. CUSTOMER ACTIVATION AND CANCELLATION**

- 3.1. Vodacom Business LTE Postpaid Services customers shall:
  - 3.1.1. be required to provide thirty (30) business day's written notice in the event that the customer elects to cancel the service within the Initial Period or Renewal Term,
  - 3.1.2. be subject to penalties for early cancellation, an amount to be determined by Vodacom, should the Customer wish to cancel the service within the Initial Period and/or Renewal Term.
- 3.2. Vodacom Business LTE Uncapped Postpaid Services Customers shall:
  - 3.2.1. Be able to cancel or migrate their Service at no cost, should the Customer decide to cancel as a result of the changes made to their Service Plan, that was activated prior to 15 March 2023
  - 3.2.2. Be able to exercise their right to a free cancellation or migration detailed in 3.2.1. up to 30 April 2023.
- 3.3. Vodacom Business LTE Prepaid Services customers shall not be required:
  - 3.3.1. to commit to any minimum contract period prior to activating the Vodacom Business LTE Prepaid Services; or
  - 3.3.2. be liable for any Balance-of-Contract and/or once-off clawback payments upon cancellation of the Vodacom Business LTE Prepaid Services.

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#### **4. CREDIT ASSESSMENT**

- 4.1.1. No credit vetting process shall be applicable for a customer that wishes to activate and subscriber to the Vodacom Business LTE Prepaid Services.

#### **5. CUSTOMER ACTIVATION REQUIREMENTS**

- Prior to the activation of the Vodacom Business LTE Prepaid Services, a customer must:
- 5.1.1. be in a possession of an active bank account with a South African domiciled registered financial services provider and be issued with an active bank card that is linked to the active bank account and capable of initiating and completing online transactions.
- 5.1.2. be in possession of an active bank card that is supported by the following payment processing financial intermediation service providers:
- 5.1.2.1. VISA; or
- 5.1.2.2. Master Card.
- 5.1.3. Active bank cards that are issued by a registered financial services provider and supported by the following payment processing financial intermediation service providers shall not be accepted:
- 5.1.3.1. Diners International Club; and
- 5.1.3.2. American Express.
- 5.1.4. The following categories of active bank cards that are enabled to perform online transactions may be used in transacting for Vodacom Business LTE Prepaid Services:
- 5.1.4.1. Debit Cards
- 5.1.4.2. Cheque Cards
- 5.1.4.3. Credit Cards
- 5.1.5. Prior to the activation of a customer for Vodacom Business LTE Prepaid Services, all requirements set-out in the Regulation of Interception of Communications and Provision of Communication-related Information Act No. 70 of 2002 (RICA) must be complied with by the customer.

#### **SECTION C – DEFINITIONS**

<b>LTE</b>	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
<b>Prepaid Services</b>	means an option provided to the Customer to be provided with the service on a month to month basis without entering into a fixed term period and is able to cancel the service giving a month's notice by calling 082 1940. This option will require the Customer to pay for these services in advance as explained in clause 2.4 of this document.
<b>Service Coverage Area</b>	means the primary Service area with LTE coverage
<b>SIM</b>	means the Subscriber Identity Module card allocated to the Customer to enable the Customer to gain access to the Vodacom Network.

#### **APPENDIX 1**

##### **1. SERVICE PLANS**

- 1.1. The Customer has an option to select one of the following service plans
- 1.1.1. Capped Internet Access
- 1.1.1.1. Business Internet LTE is available on a 12 (twelve), 24 (twenty-four) and 36 (thirty-six) month contract term, or on a Prepaid Service
- 1.1.1.2. The service plan can be chosen either with a Business Internet service of 10mbps, 20mbps or a best effort/unrestricted service.
- 1.1.1.3. The 10mbps and 20mbps are capped at those maximum speeds, meaning the Customer will receive a service up to those speeds which is dependent on network congestion.
- 1.1.1.4. The Customer will have the option of selecting a service plan that is available with either the BizDay service offering or the Night Owl service offering.
- 1.1.1.5. The following service plans are offered, wherein the Customer will receive their chosen calendar monthly anytime data allocation and an additional calendar monthly data allocation ("BizDay"), if selected, which is only available for usage between 8:00 and 17:00 SAT daily.

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Business Internet LTE (GB)	Monthly Anytime (Data Allocation) (GB)	BizDay Bundle (Data Allocation) (GB)	Maximum Bandwidth
5	5	5	Unrestricted Speed up to 100Mbps based on Congestion
10	10	10	Unrestricted Speed up to 100Mbps based on Congestion
20	20	20	Unrestricted Speed up to 100Mbps based on Congestion
50	50	50	Unrestricted Speed up to 100Mbps based on Congestion
150	150	100	Unrestricted Speed up to 100Mbps based on Congestion
200*	200	100	Unrestricted Speed up to 100Mbps based on Congestion
300*	300	200	Unrestricted Speed up to 100Mbps based on Congestion
500*	500	500	20Mbps

1.1.1.6. The following service plans are offered, wherein the Customer will receive their chosen calendar monthly anytime data allocation and an additional calendar monthly data allocation ("Night Owl"), if selected, which is only available for usage between 00:00 to 5:00AM SAT daily.

Business Internet LTE	Monthly Anytime (Data Allocation) (GB)	Monthly Night Owl Data Allocation (GB)	Maximum Bandwidth
5GB	5	5	Unrestricted Speed up to 100Mbps based on Congestion
10GB	10	10	Unrestricted Speed up to 100Mbps based on Congestion
20GB	20	20	Unrestricted Speed up to 100Mbps based on Congestion
10mbps 50GB	50	50	10mbps
20mbps 50GB	50	50	20mbps
50GB	50	50	Unrestricted Speed up to 100Mbps based on Congestion
10mbps 100GB	100	100	10mbps
20mbps 100GB	100	100	20mbps
100GB	100	100	Unrestricted Speed up to 100Mbps based on Congestion
10mbps 200GB	200	200	10mbps
20mbps 200GB	200	200	20mbps

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200GB	200	200	Unrestricted Speed up to 100Mbps based on Congestion
10mbps 300GB	300	300	10mbps
20mbps 300GB	300	300	20mbps
300GB	300	300	Unrestricted Speed up to 100Mbps based on Congestion

**1.1.2. Speed-Based Internet Access (Previously Uncapped Internet Access)**

- 1.1.2.1. Business Internet LTE is available on a 24 (twenty-four) and 36 (thirty six) month contract term.
- 1.1.2.2. The service plan can be chosen either with a Business Internet service of 10mbps, 20mbps or 30mbps.
- 1.1.2.3. Speed-Based Internet Access has a data allocation whereby a Fair Use Policy (FUP) shall apply. Effective from 14 March 2023, all new and existing Business Internet LTE customers on the Speed-Based Service Plans will be subject to a hard lock. This means that the customer's line speed will be throttled once they reach the available data usage at the maximum line speed. Thereafter, once the soft cap FUP has been reached, as per respective price plan, data usage will no longer continue. In order to continue usage, customers may purchase a TopUp data bundle.
- 1.1.2.4. In the event that the Customer reaches the soft cap FUP, the following shall apply:
- 1.1.2.4.1. The speed shall be throttled as per the below table.
- 1.1.2.4.2. The Customer will be allocated 200GB additional data on the 10mbps and 20mbps service plans, and 300GB additional data on the 30mbps service plan, to utilise while throttled, once the 200GB/300GB is used up the Customer will be Hard Locked.
- 1.1.2.4.3. Once Hard Locked, the Customer may Top Up to have the internet access at the original speed.
- 1.1.2.5. There shall be no carryover of data.

Service Plan	Line Speeds	Soft Cap FUP	Hard Cap FUP
BI LTE 10mbps	Up to 10mbps for usage from 0-400GB	Usage from 400GB to 600GB will be at a speed of up to 2mbps	From 600GB, hard lock imposed
BI LTE 20mbps	Up to 20mbps for usage from 0-600GB	Usage from 600GB to 800GB will be at a speed of up to 4mbps	From 800GB, hard lock imposed
BI LTE 30mbps	Up to 30mbps for usage from 0-700GB	Usage from 700GB to 1000GB will be at a speed of up to 4mbps	From 1000GB, hard lock imposed

**1.1.3. \*SIM only plan**

- 1.1.3.1. The plan is offered on BI LTE BizDay plans on a 24 (twenty-four) and 36 (thirty-six) month term;
- 1.1.3.2. The plan will be offer with a SIM card and will include monthly data;
- 1.1.3.3. In terms of the plan, Vodacom will provide the Customer with a list of pre-certified Equipment that are compatible with the Vodacom Business Internet LTE service. The Customer may elect to purchase new devices from Vodacom, or alternatively, the option of Bring Your Own Device ("BYOD") provided the Customer device is certified as per the aforementioned list.
- 1.1.3.4. The device used on a BI LTE sim only service, shall not be supported within the Vodacom Business support channels, as the service purchased is a sim only service.
- 1.1.3.5. The SIM card allocated to this service shall be locked to the pre-certified devices that are compatible with Vodacom. As a result, the Customer will not be able to use the allocated SIM card in another device.
- 1.1.3.6. The Customer may not elect to migrate from a device service plan to a SIM only plan;

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- 1.2. The Customer shall have the option to select 1 (one) of the following Top Up Bundles once their allocated data from their service plan has been utilized:

Top Up Bundle (GB)
1
5
20
50
100
150
200
300
500
1000

## 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.
- 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. Some protocols will receive priority over the Vodacom Business network and are seen as business-critical applications.
- 2.5. These protocols include:
- 2.5.1.1. HTTP
  - 2.5.1.2. HTTPS
  - 2.5.1.3. SMTP and POP3
  - 2.5.1.4. IMAP
  - 2.5.1.5. FTP
  - 2.5.1.6. TELNET
  - 2.5.1.7. SSH
- 2.5.2. The following protocols are deemed non-business critical and shall receive the lowest priority on the Vodacom network:
- 2.5.2.1. Peer-to-Peer
  - 2.5.2.2. BitTorrent
  - 2.5.2.3. Gaming

DULY AUTHORISED REPRESENTATIVE OF THE CUSTOMER	DULY AUTHORISED REPRESENTATIVE OF VODACOM
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: