

TERMS AND CONDITIONS

Voice Terms and Conditions

1. DEFINITIONS

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

- 1.1. **Access Links** – means the physical link (whether wired or wireless) installed at the customer premises over which data and voice is transmitted.
- 1.1.1. **Contended** – means that multiple users are sharing the same network capacity.
- 1.1.2. **Uncontended** – means dedicated service.
- 1.2. **Business Hours** – means the hours of 08h00 to 17h00 SAST on all days, excluding Saturdays, Sundays and public holidays in the Republic of South Africa.
- 1.3. **CLI** – Caller Line Identification.
- 1.4. **Domestic Minutes** – Voice calls originating in South Africa and terminating to destinations in South African (includes fixed and mobile destinations).
- 1.5. **FTTH** – Fibre to the Home.
- 1.6. **FTTB** – Fibre to the Business.
- 1.7. **GSM** – Global System for Mobile communications.
- 1.8. **ITU-T** – International Telecommunications Union. A body that sets international telecoms standards.
- 1.9. **Minimum Billing** – refers to a committed billing value applicable to specific services. SWDconnect will charge customers the higher of variable voice billing or minimum billing amount.
- 1.10. **PBX** – Private Branch Exchange. A private telephony system used within a company or organization.
- 1.11. **SIP** – Session Initiated Protocol is a protocol used in VoIP communications allowing users to make voice calls.
- 1.12. **Soft Phone** – An application installed on a mobile phone or desktop computer that allows a user to make and receive VoIP calls.
- 1.13. **VoIP** – Voice over Internet Protocol, a protocol used to convey voice calls over data networks. Voice over Internet Protocol, is the transmission of voice over Internet Protocol networks.
- 1.14. **WTTW** – Wireless to the Home.
- 1.15. **WTBW** – Wireless to the Business.

2. DESCRIPTION OF VOICE PRODUCTS

- 2.1. The table overview of the services can be found at <https://www.swdconnect.co.za/>

3. Installation and Customer Requirements

- 3.1. Unless otherwise requested by the customer, the installation will be carried out from Monday to Friday during local Business Hours.
- 3.2. Additional costs may apply for installations carried out outside of these times.
- 3.3. The voice gateway must be located in a secure environment with access to a dedicated protected power source (220VAC).
- 3.4. Clear unobstructed access to the voice gateway is required at all times for maintenance personnel.
- 3.5. Costs associated to PBX vendor callouts to be borne by the customer, unless SWDconnect is the PBX vendor.
- 3.6. Only SWDconnect personnel are allowed access to the voice gateway configuration interface.
- 3.7. The contracted services do not include post deployment installations, moves, adds and changes of the service equipment. These requests will be quoted based on customer request.
- 3.8. Installation timeframe is dependent upon Access Links. Voice service will be installed within 10 days from the activation date of the Access Link.
- 3.9. The service activation date shall be the date of sign-off by the customer or the date the service is first used, whichever is earlier.

4. SECURITY

- 4.1. The customer acknowledges that the logical and physical security measures in relation to the services are the sole responsibility of the customer. The customer agrees that SWDconnect will not be held liable for any losses arising out of security breaches of customer services.
- 4.2. Without limiting the generality of aforesaid, the customer is aware that PBX's and SIP accounts are known targets for malicious access and abuse. The customer must take all reasonable precautions to protect against unauthorized access to the voice service. SWDconnect will not be held liable for any losses arising out of fraudulent or unauthorized calls made via the voice service.

5. NUMBERING

- 5.1. Where SWDconnect allocates a geographic number range/s to a voice service provided pursuant to this agreement, the customer shall be obliged to use the number/s allocated in the geographic area to which it/they is/are allocated and may not be transferred between geographical regions as defined in the Numbering Regulations from time to time.
- 5.2. Should SWDconnect deem it reasonably necessary for any reason whatsoever to alter the telephone number or any other code or number which has been allocated to the customer for the equipment, it shall be entitled to do so on 30 days' written notice to the customer.
- 5.3. The customer acknowledges that SWDconnect cannot present other licensed operator's numbers as Calling Line Identification (CLI) on outbound voice calls, which is in line with local regulation.
- 5.4. SWDconnect assumes no liability for any losses incurred due to the customer's publishing of its numbers.

6. GENERAL

- 6.1. Call charges will be as per the Agreement to which the Service is linked.

- 6.2. Should any of SWDconnect's interconnect partners reclassify any calls having originated from Customer's site to be of a type of call that is not subject to a regulated interconnect tariff, and consequently re-rates such calls because of such reclassification, then SWDconnect shall be entitled to proportionately increase the SWDconnect charges applicable to such rerated calls.
- 6.3. Data usage charges associated with the use of Soft Phones will be for the customer's own account.
- 6.4. SWDconnect assumes no liability for the functionality and performance of any third-party software.
- 6.5. The customer acknowledges and agrees that effecting emergency calls from the products and/or services supplied by SWDconnect under this agreement may result in a delay in the response time of any such emergency service. The customer is accordingly advised to use Telkom directly to place any such emergency calls as in no circumstances will SWDconnect be liable for any delays encountered by the customer should such calls have been placed using SWDconnect's products and/or services nor for any direct or indirect damage or loss or injury suffered by the customer as a consequence of any such delays.
- 6.6. SWDconnect cannot in any manner guarantee or measure the quality of voice services provided over "public networks" where there is no direct IP (internet) connection to SWDconnect. Loss of voice integrity and 6.6.1. quality cannot be measured by means of MOS (Mean Opinion Score as a measurement of voice quality) or any other manner over networks not linked to SWDconnect directly. SWDconnect shall not be liable for any claims in regard to services offered whilst traversing "public networks".
- 6.7. By default, certain international destinations are blocked due to high calling charges and known fraudulent destinations. Should a customer need to make calls to these blocked destinations, a written request (on company letter head if a business account or letter if consumer account) needs to be sent to SWDconnect by an authorized signatory before any change takes place.
- 6.8. SWDconnect reserves the right to adjust the blocked destinations on any uncapped product as within its sole discretion.

7. CUSTOMER SERVICE AND SUPPORT

- 7.1. Technical Support is provided 24x7.
- 7.2. For logging of support tickets, configuration change requests, review of open tickets and general queries contact should be made via support@swdconnect.co.za for business and home users.
- 7.3. Telephonic support is also available as follows: 0280070020 – Business and Home users.
- 7.4. For security reasons, only authorized contacts listed under the customer account may contact the support centre. It is the customer's responsibility to ensure contact details are updated timeously.

8. PRODUCT RULES

8.1. FTTH Voice services – to be read in conjunction with FTTH product terms and conditions.

- 8.1.1. A single uncapped voice channel allows for one outbound call and one inbound call.
- 8.1.2. The service may not be used in conjunction with a PBX, bulk calling applications or intelligent routing devices.
- 8.1.3. The service may not be used for commercial purposes. Any use of this offer outside of what is considered reasonable for private, non-commercial use and in instances through mechanisms and means not intended for personal use or the anticipated purpose of the offer, will be considered as abuse. 8.1.4. Uncapped calling covers all South African fixed and mobile destinations. Calls to international destinations will be charged at prevailing rates.
- 8.1.5. Full A-Z rate sheet available upon request.
- 8.1.6. Fair use policy to apply in cases of high usage and/or abuse of benefits. Once abuse has been detected and customer notified, the customer will be charged at the then applicable rates for all calls made.
- 8.1.7. Subscription based service with outbound calls charged on a per minute basis (per second billing methodology)

8.2. FTTB Voice services – to be read in conjunction with FTTB product terms and conditions.

- 8.2.2. Capped Voice:
 - a. In bundle minutes per service:
 - i. Applicable to local and international destinations.
 - ii. In bundle minutes depleted on per minute or part thereof methodology.
 - b. Out of bundle voice billing based on per minute billing methodology.
 - c. Full A-Z rate sheet is available upon request.
 - d. Limit increase on request; credit checked.

- 8.12. Uncapped Voice for Business
 - 8.12.1. A maximum of one voice product per customer site.
 - 8.12.3. This service must be used as the primary inbound route for receiving calls.
 - 8.12.5. Uncapped calling covers all South African fixed and mobile destinations as well as select international destinations.
 - 8.12.6. Full A-Z rate sheet available upon request.
 - 8.12.7. SWDconnect reserves the right to adjust blocked destinations on any uncapped product as deemed necessary to restrict fraudulent activity.
 - 8.12.8. Fair use policy to apply in cases of high usage and/or abuse of benefits. SWDconnect will monitor costs and revenue associated with outbound and inbound calls and once high usage and or abuse has been detected, the customer will be notified to move to a higher uncapped rate plan or a Cristal rate plan.
 - 8.12.9. The service may not be used in conjunction with bulk outbound calling applications and devices, an example of which is a call centre solution.
 - 8.12.10. Subscriptions are billed in advance.
 - 8.12.11. Product can be upgraded during contract term. Downgrades not allowed.
 - 8.12.12. To be read in conjunction with Telviva terms and conditions

- 8.14. Soft Phone
 - 8.14.1. Soft Phone applications that are available for free download via Apple and Google online stores.
 - 8.14.2. Will only work with one SWDconnect voice services at a time.

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- 8.14.3. Call rates will be determined by the actual voice service purchased from SWDconnect.
- 8.14.4. Soft Phone specific terms and conditions will be made available when the application is downloaded.
- 8.14.5. SWDconnect cannot guarantee the call quality. Call quality is dependent upon the type of internet connectivity to the mobile handset. The better the internet connection, the better the call quality.

9. CALLER LINE IDENTIFICATION

- 9.1. Customer to ensure that on-site telephony is configured to present Caller Line identification in line with examples below, which comply with the Numbering Plan Regulations and the ITU-T Recommendations relating to the presentation of CLI, particularly ITU-T Recommendations E.164 and Q.763. Examples - correct CLI display: +27123456789 or 0123456789
- 9.2. Calls not displaying correct CLI will be subject to higher call charges or blocked by upstream providers.
- 9.3. It is also forbidden for customers to manipulate CLI. The number displayed should always be a SWDconnect assigned number or valid ported number.

10. NUMBER PORTING

- 10.1. SWDconnect complies with number porting regulations. An informational guide can be found here: <http://www.number-portability.co.za/porting-faqs.php>
- 10.2. Number porting fees apply to all ported numbers be it monthly, once-off or contract based.
- 10.3 Failure to uphold on time payments can lead to cancelation of these porting's and loss of number.