

GLOBALMSP PRODUCT SPECIFIC TERMS – LTE

This document is concluded under the terms of the Master Services Agreement between GlobalMSP and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

In addition, these Product-Specific Terms and Conditions (“Product Terms”) must be read together with the GlobalMSP General Terms and Conditions (“General Terms”), which are incorporated herein by reference and form an integral part of these Product Terms and can be accessed at www.globalmsp.net

In the event of any inconsistency, ambiguity, or conflict between the provisions of these Product Terms and the General Terms, the provisions of the Product Terms shall prevail, unless expressly stated otherwise herein.

By accepting or using the relevant product or service, the customer acknowledges that it has read, understood, and agrees to be bound by both the General Terms and these Product Terms.

Capitalised terms not defined herein have the same meaning as defined in the GlobalMSP Master Services Agreement and the General Terms as the case may be.

Unless the Customer has entered into a reseller agreement with GlobalMSP, resale of the Service is not permitted.

1. Interpretation

Unless a contrary intention clearly appears, the following terms shall have the following meanings:

- 1.1. **RICA** means the Regulation of Interception of Communication Act;
- 1.2. **Kbps** means kilobits per second;
- 1.3. **Mbps** means Megabits per second;
- 1.4. **MB** means Megabyte;
- 1.5. **GB** means Gigabyte;
- 1.6. **LTE** means Long Term Evolution;
- 1.7. **FWA** means Fixed Wireless Access;
- 1.8. **4G** means Fourth Generation;
- 1.9. **5G** means Fifth Generation;
- 1.10. **Upload** refers to the maximum potential throughput rate at which data may be transferred to the Internet under optimal network conditions;
- 1.11. **Download** refers to the maximum potential throughput rate at which data may be transferred from the Internet under optimal network conditions;
- 1.12. **Network Coverage** means the geographical area within which the Internet Services can be accessed and used by the Customer;
- 1.13. **Network Provider** means mobile network operator, including but not limited to, MTN, Vodacom, Telkom Mobile, Cell C and Rain;
- 1.14. **Equipment** means the hardware, including but not limited to a modem and router, which are owned by GlobalMSP, unless purchased outright by the Customer;
- 1.15. **Data Cap** means the amount of data allocated as part of the Service subscription (e.g. 50GB is allocated to the package and once depleted a Top Up could be purchased);
- 1.16. **Upgrade/ Downgrade** means changing the subscribed package to either a higher or lower data allocation respectively;
- 1.17. **Best Effort** refers to a data service where Upload or Download speeds cannot be guaranteed by the service provider or upstream provider based on the nature of the LTE network, and Customer’s access method;
- 1.18. **Top Up** refers to a once off add-on bundle of data purchased to supplement a capped service account;

- 1.19. **'In Coverage'** refers to a geographical area deemed within the LTE upstream provider network covered area, where the address for which the LTE service is being ordered;
- 1.20. **'Out of Coverage'** refers to any geographical location which does not fall within the 'In Coverage' area;
- 1.21. **One-calendar month:** One-calendar month term means that the notice period must align with the full, named months on a calendar, starting from the first day of the next full month & running through to the end of the second month.
- 1.22. **Live date:** A go live date signifies the point at which the FNO (Fibre Network Owner) assumes responsibility for delivering a service according to the agreement, and when all functional, technical and security requirements have been met. The client will be billed as from the go live date.

2. **Specific provisions pertaining to GlobalMSP's fixed LTE provided by Telkom, MTN or Vodacom**

- 2.1. All hardware will include a 12-month manufacturer's warranty.
- 2.2. All GlobalMSP LTE packages are Best Effort services.
- 2.3. Should the Customer (in terms of the CPA) terminate the service due to a lack of service functionality, GlobalMSP will not levy a terminate fee beyond the standard router recovery fee.
- 2.4. Should a Customer decide to cancel their fixed LTE-A Customer Order, the inclusive monthly data as well as their Top-Up bundles, if applicable, will terminate at the end of the following month.
- 2.5. The data allocation subscribed to at the beginning of the final month of Service will be available until 23:59 on the last day of the month.
- 2.6. The initial data allocation and commensurate billing is pro-rated for all fixed LTE-A services.
- 2.7. An early cancellation penalty may be levied should the Agreement and/or Customer Order be prematurely terminated.
- 2.8. Upgrades and downgrades of GlobalMSP LTE packages are permitted, however will only be activated on the first day of the month immediately following the Customer's written request for an upgrade or downgrade.
- 2.9. Any unused data is/may be forfeited when Upgrading or Downgrading on either Telkom (Top Up data valid for 60 days) or MTN and Vodacom (Top Up data not transferrable) FWA and Fixed Location LTE.
- 2.10. Example: Should 10GB of data remain of your subscribed data bundle at month end; this 10GB will not be added to the new data allocation. This is subject to the terms of the relevant network operator.
- 2.11. GlobalMSP LTE packages are available on month-to-month, 12 or 24-month contracts, as defined by the specific product. (Vodacom only 12 or 24 Months and MTN or Telkom month-to-month, 12 or 24 Months).
- 2.12. All rented hardware i.e. Router/s included with the 12 or 24-month term remain the property of GlobalMSP and will be collected upon termination of the Agreement and/or Customer Order.
- 2.13. The Data Cap included in the monthly subscription will be replenished on the 1st day of every month. Top up data for Telkom is valid for 60 days.
- 2.14. Top Ups may be purchased via GlobalMSP.
- 2.15. Unused data which is part of the subscribed bundle rolls over and is valid for 60 (sixty) days only on Telkom LTE products.
- 2.16. Billing and data allocation is pro-rated for new subscriptions.
- 2.17. Top Up data bundles are valid for 60 (sixty) days from date of purchase only on Telkom LTE products. E.g. a Top Up purchased on December 17th will be valid until February 16th.
- 2.18. Customer Orders for LTE can only be processed should the Customer address be deemed In Coverage.
- 2.19. Failure to adhere to agreed delivery arrangements with the courier company will result in the order being cancelled automatically.
- 2.20. The courier company will attempt to contact the Customer on three consecutive days, failing which the Customer Order will be cancelled.
- 2.21. A cancelled Customer Order of this nature will require a new order to be placed which will restart the fulfilment process.
- 2.22. Should any charges be incurred to install outdoor router hardware, these charges will be billed to the

Customer's account.

- 2.23 Should a router be deemed faulty due to Customer negligence, a collection fee may be levied to the Customer's account to defray courier costs. In addition, the Customer will be liable for the router's replacement or repair costs.
- 2.24 Landowner's written consent is required for outdoor unit installations.
- 2.25 Should any LTE order be placed within coverage and used at a location deemed Out of Coverage, GlobalMSP accepts no liability for potential lack of, or degraded, Service.
- 2.26 The Customer will be liable for cancellation costs as per the GlobalMSP's MSA should the LTE Services be used in an 'Out of Coverage' area as described in 1.16 and subsequently terminated by the Customer (Consumer Protection Act cooling off cancellation terms do not apply).
- 2.27 In the event of a Customer choosing to purchase router hardware outright, the router becomes the property of the Customer and cannot be returned to GlobalMSP.
- 2.28 In the event of a Customer choosing a rental product option, the router remains the property of GlobalMSP and will be collected should the Customer Order be terminated at any point in time.
- 2.29 The upstream provider (Mobile Network Operator) may at its discretion implement traffic management rules which prioritize real-time traffic e.g. video streaming or browsing over non-real time traffic like torrents or large file downloads during busy periods.
- 2.30 Data speeds may also be reduced during busy or peak network times.
- 2.31 All newly activated services must be checked and tested by the Customer immediately after installation and faults reported within 24 (twenty-four) hours after installation. No credits or refunds shall be allowed in respect of faults reported late.

3. Cancellation Terms

- 3.1. A customer must give one clear calendar month notice of his/her intention to cancel the Service.
Example: If cancellation is logged on February 20, the LTE Service will terminate at the end of the following month; on March 31.
- 3.2. Cancellations must be sent in writing to GlobalMSP at: cancellations@globalmsp.net
- 3.3. If a cancellation in terms of clause 3.1 above results in the termination of Service prior to the expiration date of a fixed term agreement. Cancellation fees shall be calculated at the time of the cancellation including but not limited to admin fees, outstanding device costs, penalty fees which may be levied to GlobalMSP by Upstream Service Providers and costs for the remainder of the term, etc, as provided for in the General Terms.

4. General Promotional Terms

- 4.1. Promotional product offers online or via any GlobalMSP media from time to time are limited to the advertised products only.
- 4.2. Migrations to promotional products are not permitted from existing fixed LTE Services.
- 4.3. Upgrades or Downgrades to promotional products are not permitted from existing fixed LTE subscriptions.
- 4.4. Promotional offers are for new sales only.
- 4.5. Any recurring data subscription discount or special pricing offered will be valid for the duration of the LTE data subscription, unless otherwise stated.
- 4.6. Hardware sold as outright purchase is not affected by any promotional LTE data subscription offer, unless otherwise stated.
- 4.7. Should the advertised promotional pricing cease to be made available online, the promotion is deemed to be over and standard pricing will apply.
- 4.8. Standard termination terms apply including applicable termination penalties or fees.

Use of the Service is subject to GlobalMSP Acceptable Use Policy ('AUP'), which may be located at