

## PRODUCT SPECIFIC TERMS – LTE

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

Capitalised terms not defined herein have the same meaning as defined in the HUGE Master Services Agreement.

Unless the Customer has entered into a reseller agreement with HUGE, 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. **Upload** refers to the maximum potential throughput rate at which data may be transferred to the Internet under optimal network conditions;
- 1.7. **Download** refers to the maximum potential throughput rate at which data may be transferred from the Internet under optimal network conditions;
- 1.8. **Network Coverage** means the geographical area within which the Internet Services can be accessed and used by the Customer;
- 1.9. **Network Provider** means mobile network operator, including but not limited to, MTN, Vodacom, Telkom Mobile, Cell C and Rain;
- 1.10. **Equipment** means the hardware, including but not limited to a modem and router, which are owned by Huge, unless purchased outright by the Customer;
- 1.11. **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);
- 1.12. **Upgrade/ Downgrade** means changing the subscribed package to either a higher or lower data allocation respectively;
- 1.13. **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;
- 1.14. **Top Up** refers to a once off add-on bundle of data purchased to supplement a capped service account;
- 1.15. **'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;
- 1.16. **'Out of Coverage'** refers to any geographical location which does not fall within the 'In Coverage' area;

### 2. Specific provisions pertaining to HUGE fixed LTE provided by Vodacom, MTN or Telkom

- 2.1. All hardware will include a 12-month manufacturer's warranty.
- 2.2. All Huge 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, HUGE 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 HUGE LTE packages are permitted, however will only be activated on the first day of the following month.

- 2.9. Any unused data is/may be forfeited when Upgrading or Downgrading on either Vodacom, MTN or Telkom fixed 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. HUGE LTE packages are available on month-to-month 12 or 24-month contracts, as defined by the specific product.
- 2.12. All rented hardware i.e. Router/s included with the 12 or 24-month term remain the property of HUGE 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.
- 2.14. Top Ups may be requested via an email to [services@hugenetworks.co.za](mailto:services@hugenetworks.co.za)
- 2.15. If the account billing method is 'debit order', Top-ups can be purchased twice on account and thereafter via Credit Card
- 2.16. If the account billing method is 'cash' or 'direct deposit', Top-ups can be purchased via credit card only.
- 2.17. Unused data which is part of the subscribed bundle may or may not roll over to the following month on the Vodacom, MTN or Telkom fixed LTE products subject to the terms of the relevant network operator.
- 2.18. Unused data which is part of the subscribed bundle rolls over for one calendar month only on Vodacom, MTN or Telkom fixed LTE products.
- 2.19. Billing and data allocation is pro-rated for new subscriptions.
- 2.20. Top Up data bundles are valid for 30 (thirty) days from date of purchase. E.g. a Top Up purchased on December 17th will be valid until January 16th.
- 2.21. Customer Orders for LTE can only be processed should the Customer address be deemed In Coverage.
- 2.22. Failure to adhere to agreed delivery arrangements with the courier company will result in the order being cancelled automatically.
- 2.23. The courier company will attempt to contact the Customer on three consecutive days, failing which the Customer Order will be cancelled.
- 2.24. A cancelled Customer Order of this nature will require a new order to be placed which will restart the fulfilment process.
- 2.25. Should any charges be incurred to install outdoor router hardware, these charges will be billed to the Customer's account.
- 2.26. 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.
- 2.27. Landowner's consent is required for outdoor unit installations.
- 2.28. Should any LTE order be placed within coverage and used at a location deemed Out of Coverage, HUGE accepts no liability for potential lack of, or degraded, Service.
- 2.29. The Customer will be liable for cancellation costs as per the HUGE's MSA should the LTE Services be used in an 'Out of Coverage' area as described in 1.15, and subsequently terminated by the Customer (Consumer Protection Act cooling off cancellation terms do not apply).
- 2.30. 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 HUGE.
- 2.31. In the event of a Customer choosing a rental product option, the router remains the property of HUGE and will be collected should the Customer Order be terminated at any point in time.
- 2.32. 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.
- 2.33. Data speeds may also be reduced during busy or peak network times.

### 3. Cancellation Terms

- 3.1. 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 to HUGE in writing.
- 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 HUGE by Upstream Service Providers and costs for the remainder of the term, etc.

#### **4. General Promotional Terms**

- 4.1. Promotional product offers online or via any HUGE 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 HUGE Acceptable Use Policy ('AUP'), which may be located at <http://hugenetworks.co.za/acceptable-usage-policy/>