

# Service Terms and Conditions (APN)

## 1. Introduction

These Service Terms and Conditions are specific to Access Point Name (APN) Services and shall be read together with the Service Schedule Terms and Conditions, all of which form part of the applicable Service Schedule under the MSA.

## 2. Definitions

In these Service Terms and Conditions, the following terms relating to the APN Services shall bear the following meanings: -

- 2.1. **"Access"** means the access to the GSM Network by means of an APN;
- 2.2. **"APN"** means an Access Point Name, being the name of the gateway between the GSM Network and the network used by Echo's vendors and to which a Mobile Device has to be configured in order to make a data connection to the GSM Network and network used by Echo's vendors;
- 2.3. **"Data Charges"** means the charges, including In-Bundle Charges and Out-Bundle Charges, applicable per MB or TB, as the case may be, based on total usage of the Data Services for the calendar month, or part thereof, as specified in each applicable Service Schedule;
- 2.4. **"Data Services"** means the uploading and downloading of data by means of GPRS, EDGE, 3G, 4G, HSDPA, LTE or any other bearer types which may be introduced by Echo and/or its vendors, excluding the provision of Internet Connectivity;
- 2.5. **"EDGE"** means enhanced data rates for GSM evolution defined by International Mobile Telecommunications 2000 specifications, issued by the ITU-T;
- 2.6. **"GPRS"** means General Packet Radio Service, a bearer service on the GSM Network that transfers data;
- 2.7. **"GSM Network"** means the digital cellular mobile telecommunications system of Echo's vendors;
- 2.8. **"HSDPA"** means High Speed Downlink Packet Access, which is an enhanced 3G mobile telephony communications protocol offering higher speeds than standard 3G;
- 2.9. **"Inhibitor"** means a security setting on the GSM Network that limits the SIM from using a specified channel that carries a data packet by means of the GSM Network;
- 2.10. **"In-Bundle Charges"** means the monthly Data Charges applicable to the Service, for usage that falls within the In-Bundle Usage;
- 2.11. **"In-Bundle Usage"** means monthly usage of data by the Customer, measured in TB, that does not exceed the Monthly Volume;
- 2.12. **"International Roaming Charges"** means the charges arising pursuant to the Data Services being utilised by Customer on a network outside the Republic of South Africa;
- 2.13. **"Internet Connectivity"** means the ability to connect to the World Wide Web using internet access provided by an internet service provider;
- 2.14. **"IP"** means Internet Protocol;
- 2.15. **"ITU-T"** means the Telecommunications Standardization Sector of the International Telecommunications Union;
- 2.16. **"Link"** means the connection between the network used by Echo and the GSM Network or IP network;
- 2.17. **"LTE"** means Long Term Evolution, which is a standard for wireless communication of high-speed data for Mobile Devices and data terminals and is also referred to as 4G;
- 2.18. **"MB"** means megabyte;
- 2.19. **"MMS"** means Multimedia Messaging Service which enables Customers to add multimedia content, such as sound, pictures, graphics and video clips to text messages;
- 2.20. **"Mobile Device"** means a portable wireless device capable of connecting to the GSM Network or Network used by Echo. For purposes of this Service Schedule, a Mobile Device shall be any device which has been approved by Echo's vendors as compatible with the Service;
- 2.21. **"Monthly Volume"** the monthly volume of data that the Customer has agreed shall be used to determine the In-Bundle Usage and the charges due by Customer;
- 2.22. **"Out-Bundle Charges"** means the charges applicable per MB in respect of usage more than the In-Bundle Usage, as specified in the Service Schedule;
- 2.23. **"Public APN"** means the APN which Echo's vendors make available for Internet Connectivity;
- 2.24. **"RICA"** means the Regulation of Interception of Communication and Provision of Communication-Related Information Act 70 of 2002;
- 2.25. **"SIM"** means the Subscriber Identity Module which enables the Customer to gain Access to the GSM Network;
- 2.26. **"SMS"** means Short Message Service;
- 2.27. **"Subscription Charges"** means the fixed monthly subscription charges that shall be invoiced to the Customer irrespective of whether the Monthly Volumes are achieved, as specified in this Service Schedule;
- 2.28. **"TB"** means terabyte;
- 2.29. **"USSD"** means Unstructured Supplementary Service Data, which is a protocol enabled over the GSM Network allowing a 2 (two) way exchange of a sequence of data;
- 2.30. **"Vodacom Acceptable Use Policy"** means Vodacom's Acceptable Use Policy posted on [www.vodacombusiness.co.za](http://www.vodacombusiness.co.za), as amended from time to time by Vodacom in its sole discretion; provided that it shall notify Wholesaler, in writing, of any amendment to such Acceptable Use Policy;
- 2.31. **"Voice Call"** enables the Customer to engage in verbal communication by making use of a Mobile Device over the GSM Network;
- 2.32. **"World Wide Web"** means an information system on the Internet which allows documents to be connected to other documents by hypertext links, enabling the user to search for information by moving from one document to another;

- 2.33. "3G" means third generation mobile technology defined by the International Mobile Telecommunications 2000 specifications, issued by the ITU-T; and
- 2.34. "4G" means fourth generation of data technology for cellular networks defined by International Mobile Telecommunications Advanced, issued by the ITU-T.

### **3. APN Services**

- 3.1. Echo resells APN services through its third-party suppliers. The APN Services and Products enable Customer to have secure and convenient access to its network, key applications, and critical information for it and its employees, from almost anywhere in the world.
- 3.2. APN Services are dependent on the network coverage and infrastructure of Echo's vendor over which, Echo has no control. Thus, the APN Services shall be provided on an "as is" and voetstoots basis, without any guarantees or representations of whatsoever nature in relation to the performance of the APN Services.
- 3.3. APN Service quality, coverage and network congestion is dependent on multiple factors and will vary dependent on the GSM network and mobile operator utilised.
- 3.4. The APN Service may, from time to time, be adversely affected by physical features such as buildings and underpasses, as well as atmospheric conditions and other causes of interference.
- 3.5. Echo reserves the right to charge a differentiated data usage rate for any Voice over the Internet Protocol (VoIP) traffic on any of its data bearers, as amended from time to time.
- 3.6. SIMs, whether prepaid or post-paid, which are used to connect to the APN must be procured separately.
- 3.7. The APN Services shall only be used to provide Data Services. The usage and procurement of SIMs for the Data Services are governed by the specific terms applied by the vendors thereof
- 3.8. The APN Services do not include any provision of Internet connectivity, leased lines or other forms of Access, unless Customer has contracted with Echo for such services under a Service Schedule.
- 3.9. Echo shall not be responsible for the detection, reporting or repairing of any faults in respect of the Link, unless the Link is supplied by Echo pursuant to a Service Schedule concluded between the parties.
- 3.10. Where specific traffic blocking measures are in place, no assurances or guarantees are given that unauthorised traffic will not circumvent these measures. Echo and its vendor(s) will have no responsibility or liability in this regard.
- 3.11. Customer agrees that whilst Echo and/or its vendor may configure its systems such that the Customer is able to Access the Service, Echo and its vendors do not offer any guarantees or warranties in respect of traffic handling capabilities, nor do they provide any guarantees or warranties that the GSM Network shall operate uninterrupted and/or error free.

### **4. Charges and Usage**

- 4.1. Billing and invoicing shall be carried out in accordance with the terms of the MSA, save that Data Charges and any usage/variable charges shall be invoiced monthly in arrears.
- 4.2. Customer shall be liable for all international roaming charges at the rates published by Echo's vendors from time-to-time, which may be made available on written request to Echo.
- 4.3. Capping and notifications may be implemented; however, no assurances or guarantees are given in relation to the reliability of the notifications, and neither Echo nor its supplier will be liable for any excess usage. Customer is responsible for managing its usage appropriately and must not rely on the notifications for this purpose.
- 4.4. Any part of the Monthly Volume that remains unused at the end of any calendar month shall be forfeited and may not be carried over to any successive calendar months.
- 4.5. In-Bundle Charges or Out-Bundle Charges are not eligible for discounts.
- 4.6. If Customer contracts for capping or spend management services, the said services shall be subject to Echo's vendor's terms relating thereto.

### **5. Obligations of Customer**

- 5.1. Customer shall: -
- 5.1.1. ensure that the Service and the Data Services are used strictly in accordance with the applicable laws, the Agreement, any service specific terms, the, and any business rules and/or policies applied by Echo's vendors from time-to-time including, without limitation, the Vodacom Acceptable Use Policy;
- 5.1.2. only use the Service and the Data Services in accordance with the International Mobile Telecommunications 2000 and International Mobile Telecommunications Advanced specifications and protocols, issued by the ITU-T;
- 5.1.3. at all times be responsible for the acquisition, development, updating, maintenance and repair of its equipment, computer hardware, programmes, software, source codes and data bases and shall also bear the risk of loss or damage to such items;
- 5.1.4. be responsible for selecting the correct SIM card linked to its Service/Product;
- 5.1.5. be responsible for the configuration of notifications, data caps and top ups in relation to SIM cards;
- 5.1.6. obtain and pay all such rights, authorizations, Licences (to the extent that such is applicable and/or a requirement of Echo's vendors) royalties, consents and permissions to enable it to Access the Service;
- 5.1.7. ensure that, where it uses its own equipment, that the equipment meets Echo's vendor's specifications and compatibility requirements; and
- 5.1.8. ensure that it and the end-users of the Services comply with RICA in the use of the Services and will provide any relevant information/documentation to enable Echo to conduct any comply with any verification requirements.
- 5.2. The Customer agrees and acknowledges that it: -
- 5.2.1. may not cede, assign, novate, or sub-lease its rights hereunder to a third-party. The Service is an enterprise services intended for commercial consumption, and not reselling, by the Customer;

- 5.2.2. shall not 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 applicable legislation, rules and/or regulations; and/or
- 5.2.3. shall not use or permit the use of the Service or any electronic communications equipment 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 Echo and its vendors.
- 5.3. The Customer acknowledges that it shall be liable for all breaches of the terms of the Agreement and/or this Service Schedule through its, or the end-users, use of the Services.
- 5.4. Notwithstanding anything to the contrary, Echo reserves the right to terminate the Service forthwith for non-compliance of any regulatory matter that it becomes aware of.
- 5.5. The Customer acknowledges and agrees that the provision of certain Services under this agreement involves third-party vendors. Accordingly, the Customer agrees to be bound by the applicable vendor terms and conditions, which are available at: [www.vodacom.co.za](http://www.vodacom.co.za) and <https://saicom.io/wp-content/uploads/2024/08/APN-23-August-2024.pdf>.

## **6. Security**

- 6.1. It is recorded that Echo's vendors will implement accepted industry standard security precautions from time to time. Customer accepts that Echo makes no warranty, guarantee or representation that the Service is entirely protected from all destructive elements, security threats and/or other vulnerabilities. Notwithstanding the foregoing, the Customer acknowledges that the said precautions do not guarantee that the Service is invulnerable to all security breaches.
- 6.2. The Customer shall manage the flow of traffic with regard to the Service, by making use of its own security measures on its systems intended for the detection, obstruction, destruction and/or prevention (as applicable) of computer viruses, unauthorized Access or use and/or any similar act or omission which may affect the Customer's computer or other systems, as well as security measures to safeguard SIMs from fire, theft or any damage.
- 6.3. Echo's vendor may provision Inhibitors and blockers onto the SIM(s) provisioned on the APN to block certain traffic only, after written agreement between the parties in this regard. The Customer acknowledges that if that the Inhibitor is selected, it shall prevent MMS transmission, SMS capability, MMS capability, USSD capability, and WASP traffic. The Customer acknowledges that the Inhibitors shall only be provisioned onto the SIM(s) once written consent is received from duly authorised signatories of the Customer and Echo. Respectively.
- 6.4. Notwithstanding anything to the contrary, the Customer shall be liable for all usage fees and charges that may arise from, including but not limited to, any use and/or misuse and/or abuse of the Service by any person, and Echo shall not be liable in any way to the Customer or to any third party for any loss or damage of whatsoever nature and/or howsoever arising.
- 6.5. If a security breach and/or vulnerability comes to the attention of the Customer, the Customer shall immediately notify Echo in writing of the breach and/or vulnerability. Such notification shall include remedial actions taken by the Customer to remedy the security incident.

## **7. Fraudulent Use and/or Abuse of the SIM card**

- 7.1. If Echo or its vendor in their sole discretion, detect any fraudulent use and/or abuse of the SIM associated with the use of the Service, Echo and/or its vendor shall immediately block such SIM and give written notice thereof to the Customer as soon as is practical thereafter.
- 7.2. Where the SIM associated with the use of the Service is blocked as aforesaid, the Customer shall be entitled to request in writing that such SIM to be unblocked, which request shall be considered by Echo and/or its vendor in their sole discretion and on a case-by-case basis.

## **8. RICA**

- 8.1. The Customer acknowledges and agrees to comply with all requirements of the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002 ("RICA"), including but not limited to the provision of accurate and complete documentation for RICA verification. The Customer shall ensure that any SIM cards issued under this agreement are used in compliance with RICA and all applicable laws.
- 8.2. The Customer indemnifies and holds Echo harmless against any claims, losses, fines, penalties, or damages, including legal fees, arising from: (a) the Customer's failure to comply with RICA; (b) the use of any SIM cards by the Customer or its end-users in violation of RICA; or (c) the provision of incorrect, incomplete, or fraudulent information or documentation during the RICA registration process.