

#### THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE HYPA GENERAL TERMS AND CONDITIONS. WHERE ANY DIS-CREPANCY OCCURS, THE PROVISIONS OF THESE PROD-UCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

### 1. Definitions

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

- Access Links means the physical link (whether wired or wireless) installed at your 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 GSM Global System for Mobile communications.
- **1.7 ITU-T** International Telecommunications Union. A body that sets international telecoms standards.
- **1.8 Service activation date** shall be the date that Bela is activated by you using the activation link in the SMS or other push notification.
- **1.9 SIP** Session Initiated Protocol is a protocol used in VoIP communications allowing users to make voice calls.
- **1.10 Soft Phone** An application installed on a mobile phone that allows a user to make and receive VoIP calls.
- 1.11 Bela Top Up Minutes Domestic Voice Minutes purchased by you. These minutes exclude any free minutes allocated to you by Hypa Fibre (Pty) Ltd.
- **1.12 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.
- **1.13 Wi-Fi** is a wireless networking technology that uses radio waves to provide wireless Internet access.

### 2. Description of Bela Products

2.1. The table below provides an overview of the Bela products.

Voice Product	Bundle or Standalone	Access Links (Type)	User
Bela SIP trunk	Standalone	Contended	Home and Business
Bela Soft Phone Application	Standalone	Requires a SIP trunk	Home and Business

- 2.2. Bela is a standalone softphone application and not a VoIP service. A Bela SIP trunk from Hypa is required to make and receive calls.
  - 2.2.1. The Bela SIP trunk must be activated after you have downloaded the Bela softphone application to your smart phone, from the applicable application store,
  - 2.2.2. You will activate the Bela SIP trunk by following the electronic communication sent to you during the Bela registration and activation process.

- 2.3. There are 3 types of Bela SIP trunks, namely:
  - 2.3.1. A SIP trunk that entitles a Hypa FTTH subscriber, whose account is current, 30 free monthly Domestic Minutes,
    - a. You will be allocated these free minutes every month while your Hypa FTTH account is current,
    - b. Any unused free minutes will be forfeited at midnight on the last day of the month.
  - 2.3.2. A standalone SIP trunk with 10 free once-off Domestic Minutes upon downloading the Bela Soft Phone Application to your smart phone for the first time
  - 2.3.3. A standalone Bela SIP trunk with no free minutes. This is the SIP trunk to which you will be auto-migrate to if you do not keep your Hypa FTTH account current.
- 2.4. You can purchase Top Up Minutes on all Bela SIP trunks detailed in 2.3, by selecting the shopping cart icon within the Bela Soft Phone application.

### 3. Bela Top Up Minute Purchases

- 3.1. Bela Voice minutes are purchased on a pre-paid basis.
- 3.2. All Bela Top Up Minutes are be valid for the advertised number of days at the time that you purchase the Top Up Minutes.
- 3.3. The South African Rand value advertised at the time of your purchase will have a corresponding number of Domestic minutes.
- 3.4. Upon conclusion of your South African Rand value purchase, the corresponding number of minutes will be allocated to your Bela account.

## 4. App Features

- 4.1. Available for iOS and Android
- 4.2. Battery-efficient,
- 4.3. Excellent sound quality
- 4.4. Instant Messaging support
- 4.5. Video Calling
- 4.6. Call recorder and player
- 4.7. Detailed call history
- 4.8. Native Address Book integration
- 4.9. Call transfers
- 4.10. Call forwarding
- 4.11. Call waiting
- 4.12. Conferencing
- 4.13. Configurable speed-dial.

# 5. Technical Features

- 5.1. Supports iOS version 9.0 and later
- 5.2. Supports Android version 5.0 and later
- 5.3. Audio codecs: G711, G729, GSM, iLBC, G722, Opus
- 5.4. Video codecs: H263, H264, VP8
- 5.5. RFC compliant SIP client
- 5.6. SIP/SIMPLE support
- 5.7. udp, tcp, tls-sips and tls-sip transports
- 5.8. Powerful NAT traversal options (STUN, TURN, ICE)
- 5.9. DTMF support via RFC 2833, SIP INFO or audio modes
- 5.10. Configurable QoS / TOS for RTP streams
- 5.11. Bluetooth headset support
- 5.12. Powerful diagnostic tools.

### 6. Security

6.1. 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 Vox will not be held liable for any losses arising out of security breaches of customer services.

6.2. Without limiting the generality of aforesaid, the customer is aware that SIP accounts are known targets for malicious access and abuse. The customer must take all reasonable precautions to protect against unauthorised access to the voice service. Vox will not be held liable for any losses arising out of fraudulent or unauthorised calls made via the voice service.

## 7. Numbering

- 7.1. Where Vox 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.
- 7.2. Should Vox 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, it shall be entitled to do so on 30 days' written notice to the customer.
- 7.3. Vox assumes no liability for any losses incurred due to the customer's publishing of its numbers.
- 7.4. Based on local numbering plan regulations, Vox is obliged to recycle numbers to ensure efficient use of limited numbers available. Numbers are placed in quarantine for a period of 90 days before going back into circulation.
- 7.5. Should a customer experience sporadic incoming calls related to the previous owner of the number, Vox is under no obligation to change the number.

### 8. Termination of Bela Services

- 8.1. Your Bela SIP trunk will be terminated at 180 days of non-usage and will be recycled - based on your last voice call or last top-up, whichever has the later date. You will lose the Bela SIP trunk and the telephone number associated with your SIP trunk.
  - 8.1.1. You will receive notifications from Hypa prior to the termination of your Bela SIP trunk, at 30, 15, 5 and 1 day prior to termination.
  - 8.1.2. Your unused Top Up balance at the time of termination will be forfeited.
- 8.2. If you cancel your Hypa FTTH service, or if your Hypa FTTH service is suspended, you will no longer receive your free 30 monthly minutes,
  - 8.2.1. Your Bela SIP trunk will automatically be migrated to the Bela SIP trunk described in 2.3.3,
    - a. You will have access to your purchased Top Up minutes until they expire, as described in 8.1
  - 8.2.2. Any unused free minutes will be forfeited at the time of auto-migration,
  - 8.2.3. Once your Hypa FTTH service is unsuspended, you will be allocated your free 30 monthly minutes.
- 8.3. You can re-register for Bela after termination of your Bela account this will require you to initiate the Bela registration and activation process again and you will be issued a new Bela SIP trunk with a new associated telephone number.

## 9. General

- 9.1. Data usage charges associated with the use of Soft Phones will be for the customer's own account.
- 9.2. Vox assumes no liability for the functionality and perfor-

mance of any third-party software.

- 9.2.1. Vox 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 Hypa. Loss of voice integrity and 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 Vox directly. Vox shall not be liable for any claims in regard to services offered whilst traversing "public networks".
- 9.3. You will require a connection to the Internet to make Bela VoIP calls. Your Internet connection can be:
  - a. A Wi-Fi connection, such as provided with Hypa FTTH. You will not be charged for the data that you consume over your Hypa FTTH Internet Connection.
    - i. You may be charged for the data that you consume over other Wi-Fi Internet connections. It is your sole responsibility to familiarise yourself with the data charges over third party Wi-Fi Internet connections.
  - b. A GSM Internet Connection. You will be charged by your mobile network operator for the data that you consume over your GSM Internet connection to make Bela VoIP calls.
- 9.4. Some mobile network operators may prohibit or restrict the use of VoIP functionality over their network and may also impose additional fees, or other charges in connection with VoIP. You agree to learn and abide by your mobile network operator's network restrictions.
- 9.4.1. Hypa will not be held liable for any charges, fees or liability imposed by your mobile network operator for use of VoIP over Mobile Cellular Data.
- 9.5. Vox 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.
- 9.6. Bela is provided on a domestic basis within the Republic of South Africa. All international destinations are blocked due to high calling charges.
- 9.7. These Bela-specific terms and conditions will be made available to you when the Bela application is downloaded.

# **10. Customer Service and Support**

- 10.1. Technical Support is provided 24x7.
- 10.2. For logging of support tickets, configuration change requests, review of open tickets and general queries, contact should be made via help@hypa.co.za.
- 10.3. Telephonic support is also available at 087 805 2505.
- 10.4. For security reasons, only authorised contacts listed under the customer account may contact the support centre. It is the customer's responsibility to ensure contact details are updated at all times.

### 1. Number Porting

11.1. Hypa complies with number porting regulations. An informational guide can be found here: http://www.number-portability.co.za/porting-faqs.php