

SERVICE SPECIFIC TERMS / CONNECTIVITY

Mobile Data, LTE/5G and APN

Business SIMs, private APN and managed mobile data

VERSION
v2026.10c

EFFECTIVE
1 November 2026

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

These Service Specific Terms apply to mobile data services supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet"): business data SIMs, LTE/5G connectivity (other than LTE/5G sold as a Business Broadband access type, which the Business Broadband SST covers) and private APN services.

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") are incorporated by reference into every Service Schedule, Scope of Work or quote for a FirstNet mobile data service.
- 1.2 The master agreement is the FirstNet Standard Terms and Conditions published at www.firstnet.co.za/legal-notices/, or the Master Services Agreement the Customer has signed with FirstNet (the "Agreement").
- 1.3 If documents conflict, this order applies: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) Network Operator Terms. Where Network Operator Terms impose a mandatory restriction on use of the operator's network or SIMs, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning here. The FirstNet Acceptable Use Policy and the FirstNet Broadband Fair Use Policy (for uncapped data) apply.

2. Definitions

- 2.1 **"APN"** (access point name) means the gateway between a mobile network and an IP network. A "Private APN" is a FirstNet-provided APN that routes SIM traffic to FirstNet's platform and from there to the Customer's network or to controlled internet access, instead of the public internet APN.
- 2.2 **"APN Platform"** means FirstNet's management portal and core for the Private APN, through which the Customer manages SIMs, groups, data limits, notifications and reports.
- 2.3 **"Data Bundle"** means the data allowance per SIM or shared pool stated in the Service Schedule (capped, uncapped or pooled).
- 2.4 **"Device"** means the router, modem, phone, tablet, IoT device or other equipment in which a SIM is used.
- 2.5 **"Location Service"** means the optional APN Platform feature that estimates a SIM's location from the mobile cell to which it is connected.
- 2.6 **"Multi-Network SIM"** means a SIM that can connect to more than one Network Operator, as described in the Service Schedule.
- 2.7 **"Network Operator"** means the ICASA-licensed mobile network operator whose network carries a SIM's traffic, as named in the Service Schedule.
- 2.8 **"Network Operator Terms"** means the Network Operator's terms, acceptable use rules and privacy notices that FirstNet must pass on, as listed in clause 4.

- 2.9 **"SIM"** means a subscriber identity module (physical SIM or eSIM) issued by FirstNet for the Service.
- 2.10 **"Static APN"** means a Private APN service in which a SIM is locked to a specific cell site or area and stops working when moved away from it.

3. Service description

- 3.1 What FirstNet provides. Depending on the Service Schedule: (a) data SIMs on one or more Network Operators, with Data Bundles; (b) a Private APN with access to the APN Platform; (c) a FirstNet-managed LTE/5G router; (d) static or dynamic IP addressing; (e) routing of SIM traffic to the Customer's network (Layer 2 or Layer 3) and optional controlled internet breakout through FirstNet security services; and (f) support through the FirstNet support centre.
- 3.2 Network selection. FirstNet is carrier-agnostic. It selects the Network Operator for each SIM or Site based on coverage and service quality, unless the Service Schedule fixes the operator. The Network Operator for each SIM or Site is stated in the Service Schedule or the APN Platform.
- 3.3 Best Effort. Mobile data is a Best Effort service. Speed and availability depend on signal, network load, Device, weather and the Network Operator's power and backup at each tower. No availability target applies unless the Service Schedule states one.
- 3.4 Coverage. Coverage maps and signal tests are estimates. FirstNet does not guarantee coverage at any location, indoors or in moving vehicles.
- 3.5 Static APN. Static APN SIMs work only within the coverage area of the cell site they are locked to. They are typically subject to a minimum term, minimum bundle and minimum SIM quantity, and are available only on the Network Operators stated in the Service Schedule.
- 3.6 Roaming. International roaming is disabled on FirstNet data SIMs unless the Service Schedule enables it. Roaming usage is billed at the Network Operator's roaming rates.
- 3.7 What is not included. Unless the Service Schedule says otherwise: voice and SMS; Devices; the Customer's network beyond the APN handoff; mobile number porting; and value-added services offered by Network Operators.

4. Network Operator Terms

- 4.1 The Network Operator's terms apply to the use of its network and SIMs. The Customer accepts them by ordering or using the Service. The documents are:
- (a) Vodacom: the Vodacom terms that apply to the Service, as provided or linked by FirstNet, from the terms and conditions index at <https://www.vodacom.co.za/vodacom/terms/terms-and-conditions> (checked 13 October 2026).
 - (b) Any other Network Operator named in the Service Schedule (for example MTN): that operator's terms and acceptable use policy that apply to the Service, as provided or linked by FirstNet.
- 4.2 FirstNet's contract is with the Network Operator under a wholesale or service provider arrangement. The Customer has no direct contract with the Network Operator for the SIMs, but must comply with any restriction the Network Operator places on use.
- 4.3 A Network Operator may block a SIM or Device, change network technology (for example switching off 3G), change APN or IP behaviour, or suspend a SIM for breach of its rules, fraud, RICA non-compliance or a regulatory instruction. FirstNet is not liable for these acts but will tell the Customer and help it move to another network or technology where possible.
- 4.4 FirstNet does not add its own service commitment to the SIMs. Any Network Operator commitment that applies to the Customer is stated in the Service Schedule.

5. Customer responsibilities

- 5.1 RICA. The Customer must provide the RICA information and documents FirstNet requests for every SIM before activation (see clause 13). For a juristic person, this includes the company registration details and the details of the authorised representative and, where required, of each end user.

- 5.2 SIM custody. Risk in each SIM passes to the Customer on delivery. The Customer must keep a register of which SIM is in which Device or with which user, and must tell FirstNet immediately (and in any event within 24 hours) if a SIM is lost or stolen so that FirstNet can suspend it. The Customer is liable for usage before it notifies FirstNet. The Customer must also report the loss or theft to the South African Police Service as required by RICA.
- 5.3 If the Customer transfers a SIM to a different person or entity, it must tell FirstNet first so the SIM can be re-registered under RICA.
- 5.4 Devices. The Customer must use only ICASA type-approved Devices and must not tamper with SIMs or use them in equipment that bypasses network controls (for example SIM boxes or GSM gateways used to terminate voice traffic).
- 5.5 APN settings. The Customer must configure Devices with the APN FirstNet specifies. FirstNet is not responsible for charges or loss of service caused by incorrect APN settings.
- 5.6 APN Platform. The Customer must keep its APN Platform credentials secure, limit admin access to authorised people and keep data limits and notifications set appropriately. The Customer is responsible for usage that its settings allow.
- 5.7 The Customer must not resell the Service unless the Service Schedule permits it.

6. Provisioning and lead times

- 6.1 SIMs are activated only after RICA registration is complete. LTE/5G with a pre-configured router is often live within a few working days of RICA completion; Private APN set-up (new realm, portal and routing to the Customer's network) takes longer and is confirmed in the Service Schedule.
- 6.2 Lead times are indicative only.

7. Service levels and support

- 7.1 Mobile data carries no availability target or service credit unless the Service Schedule states one.
- 7.2 Any service level for the APN Platform core and portal is stated in the Service Schedule. Where none is stated, FirstNet uses reasonable endeavours to keep the APN Platform available.
- 7.3 Network Operator outages, coverage gaps, tower power failures, congestion, roaming partner faults and force majeure are excluded from any service level.
- 7.4 Faults are logged with the FirstNet support centre at support@firstnet.co.za, through the support portal, or on 0861 989 896. FirstNet will raise network faults with the Network Operator.

8. Data, privacy and security

- 8.1 Personal information processed. To provide the Service, FirstNet and the Network Operator process: RICA registration information; SIM identifiers (ICCID, IMSI, MSISDN); usage records; IP address allocations; and, where enabled, location information and proxy or access logs.
- 8.2 Roles. FirstNet and the Network Operator are each a responsible party for RICA information and the communication-related information they must keep by law. For the APN Platform data the Customer controls (users, groups, usage reports, and Location Service and proxy log data), FirstNet acts as an operator for the Customer and the FirstNet Data Processing Annexure published at www.firstnet.co.za/legal-notices/ applies.
- 8.3 Location Service and proxy logs. The Location Service and the logging of sites accessed by SIMs are off by default. The Customer may enable them only where it has a lawful basis under POPIA and has informed the affected users, for example in a workplace device policy. The Customer is responsible for that lawful basis and notice. FirstNet will not enable these features without the Customer's written instruction.
- 8.4 Location. No Customer data is stored on the Private APN itself. The APN Platform portal captures the username and email address of each portal user and is hosted by iOnline in South Africa.
- 8.5 FirstNet will notify the Customer without undue delay of a security compromise affecting the Customer's personal information.

9. Fees and changes

- 9.1 MRC, NRC, Data Bundle and out-of-bundle rates are set out in the Service Schedule. This document contains no prices.
- 9.2 Out-of-bundle use. When a capped Data Bundle is used up, the SIM is either stopped (hard cap) or billed out of bundle, as the Customer chooses in the Service Schedule or the APN Platform. FirstNet will give usage notifications at the thresholds set on the APN Platform; the Customer is responsible for usage it has allowed.
- 9.3 Uncapped Data Bundles are subject to the Broadband Fair Use Policy and the Network Operator's fair use rules, which may reduce speed after a usage threshold.
- 9.4 Network Operator price increases may be passed on under the Agreement (clause 9.5 of the Standard Terms and Conditions), without mark-up and on at least 30 calendar days' written notice.
- 9.5 SIM replacement, swap and re-registration fees are stated in the Service Schedule.

10. Term, cancellation and early termination

- 10.1 Each SIM or Service runs for the Initial Period in the Service Schedule and then month to month until cancelled by either party on 30 calendar days' written notice, or 90 calendar days' written notice where the Network Operator requires it (for example MTN), as stated in the Service Schedule. Temporary LTE/5G (used while a fixed link is built) has the Initial Period stated in the Service Schedule.
- 10.2 Early termination before the end of the Initial Period: where the Customer is a Consumer or a Small Business Customer, a reasonable cancellation penalty under the Agreement (clause 19.3 of the Standard Terms and Conditions), determined on the factors in regulation 5 of the CPA Regulations; otherwise the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions). No separate Network Operator or decommissioning charge is payable unless the Service Schedule states one.
- 10.3 On termination, SIMs are deactivated and any unused Data Bundle lapses. Mobile numbers attached to data SIMs are not portable unless the Service Schedule says so.

11. Suspension

- 11.1 FirstNet may suspend a SIM or the Service: (a) for non-payment after the notice period in the Agreement; (b) for incomplete RICA registration or failure to provide documents on request; (c) on report of loss or theft; (d) where a Network Operator suspends or blocks the SIM; (e) for fraud, SIM-box use, or breach of the Acceptable Use Policy or Network Operator Terms; (f) where a SIM has been inactive for the period stated in the Service Schedule or set by the Network Operator; or (g) where required by law, court order or ICASA.

12. Liability specifics

- 12.1 The limits and exclusions of liability in the Agreement apply. This clause adds product-specific points only.
- 12.2 FirstNet is not liable for: coverage gaps or network performance; Network Operator changes to services, technology or APN behaviour; usage on lost or stolen SIMs before FirstNet is notified; charges caused by incorrect APN settings or the Customer's data limit settings; or the Customer's use of the Location Service or proxy logs without a lawful basis.
- 12.3 Data SIMs are not intended for emergency calling. Where a SIM supports voice, emergency calls (10111 and 112) depend on network coverage and may not be possible.

13. Regulatory notes

- 13.1 RICA. Every SIM must be registered under the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 before activation. FirstNet and the Network Operator must keep registration information and communication-related information for the periods the Act requires and must disclose it when lawfully directed.

- 13.2 FirstNet provides electronic communications services under the individual licences held by its group company First Technology (Pty) Ltd (I-ECNS 0054/IECNS/JAN/09 and I-ECS 0054/IECS/JAN/09), and FirstNet procures mobile access only from ICASA-licensed Network Operators. Devices supplied by FirstNet for use in South Africa must be ICASA type-approved.
- 13.3 Mobile number portability, where applicable, follows the Number Portability Regulations; FirstNet does not port numbers for data-only SIMs unless the Service Schedule says so.
- 13.4 Complaints may be lodged under the FirstNet Complaints Procedure at www.firstnet.co.za/legal-notices/ and, if unresolved, referred to ICASA under the End-User and Subscriber Service Charter Regulations.

14. Changes to these terms

- 14.1 FirstNet may update these SST for changes in Network Operator Terms, law or the Service, with at least 30 calendar days' written notice of material adverse changes. If the Customer is materially prejudiced, it may cancel the affected Service without an early termination charge before the change takes effect.
- 14.2 The current version is published at www.firstnet.co.za/legal-notices/.

Mobile Data, LTE/5G and APN | Version v2026.10c | Effective date: 1 November 2026

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