SPECIAL TERMS - NoVA Promotion June

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SPECIAL TERMS
NoVA Promotional Terms June 2026

Words of phrases that start with a capital letter are defined in LINX's Membership Terms, in the Peering Bandwidth Service Terms, or in the glossary at the end of these Special Terms.

1. Scope

1.1 These Special Terms apply to (and only to)

1.1.1 any Order placed through the LINX Member Portal where the confirmation statement presented to the user immediately prior to their confirming their placement of the Order links to these Special Terms; and

1.1.2 to any other Order where you and LINX have agreed in writing that these Special Terms shall apply.

1.2 These Special Terms only applies in respects of Ports and Peering Bandwidth on LINX NoVA.

2. Promotion terms: Limited free period

2.1 Any Qualifying Services ordered under these Special Terms are ordered for a Minimum Committed Term of 18 months. This shall take precedence over any contrary indication on the Order form or elsewhere. The fees payable for Qualifying Services shall be

2.1.1 In the last three months of the Minimum Committed Term, fees at the Applicable Rate; and

2.1.2 In the period between the Qualifying Order and start of the last three months of the Minimum Committed Term, nil.

2.2 The Applicable Rate shall be the rate published on the date the Order was placed that would ordinarily have been payable for the Qualifying Services had they been ordered at that time on a month-to-month basis without benefit of these Special Terms, unless the published rate ordinarily payable (absent any other promotional terms) on the invoice date is lower, in which case the lesser amount shall be charged.

3. Conditions: Early Cancellation

3.1 If you cancel any of the Qualifying Services prior to the conclusion of the Minimum Committed Term, fees for the 3 months service of those services shall immediately become due.

4. Conditions: Eligibility

4.1 **New and Additive Orders only.**

4.1.1 Services ordered may only be Qualifying Services if the Service is

a. A new service not previously provided; or

b. An increase to the capacity of an existing service.

Downgrades or renewals of existing services are not eligible to be Qualifying Services.

4.1.2 An order that combines an existing service with new services or increased capacity may qualify as a Qualifying Service; if it does so, these Special Terms then apply to the entire Service.

For example, if you have an existing 100GE Port Access Service together with 100GE Peering Bandwidth Service and order an additional 100GE Port Access Service as a bundled service with 150Gbps over the bundled ports, then the free 15 months and 18 months Minimum Committed Term shall apply to the entire package including both ports and the 150Gbps Peering Bandwidth.

For the avoidance of doubt, this takes precedence over clause 4.1.1

4.2 **ConneXions**

4.2.1 The following services are not eligible to be Qualifying Services:

a. ConneXions Ports

b. Peering Bandwidth provided over a ConneXions Ports

c. ConneXions Services

4.2.2 Services are also not eligible to be Qualifying Services where:

a. You are a ConneXions member, or you were a ConneXions member within the previous six months;

b. You had a ConneXions service connected to LINX NoVa on the date the Order was placed or within the previous six months; and

c. That ConneXions service was terminated at any time between six months prior to the date of the Order and the conclusion of the Minimum Committed Term.

4.2.3 If an Order is originally treated as a Qualifying Service but ceases to qualify as a Qualifying Service by reason of 4.2.2 during the course of the Minimum Term (due to termination of a ConneXions service during the Minimum Committed Term), the Promotion Terms contained in clause 2 shall cease to apply, and fees for services received free of charge under the Promotion Terms shall immediately become due at the published rate that applied for those services at the time received.

4.3 **Associate Members**. Services provided to Associate Members are not eligible to be Qualifying Services.

4.4 **Good Standing**. This offer is only available to LINX members in good standing, with no outstanding breach notices or overdue invoices at the time of order.

5. Upgrades and Downgrades to Qualifying Services

5.1 You may upgrade your Qualifying Services during the course of the Minimum Committed Term, unless prevented by the Service Terms for that service or any other applicable terms. If you choose to do so:

5.1.1 The Minimum Committed Term shall continue to run from the date of the original Order, without extension or reset; and

5.1.2 When calculating the Applicable Rate for any purpose, it shall be calculated by reference to the capacity of the service once upgraded.

5.2 Any downgrade to a Qualifying Service during the Minimum Committed Term shall be treated as an early cancellation followed by a new Order, and the provisions of clause shall 3 apply in respect of the cancellation.

6. Other terms and conditions

6.1 Any Order placed under this promotion is subject to the Service Terms for that Order, to which these Special Terms constitute a supplement and amendment.

6.2 The moment of contract formation as set out in the Membership Agreement is not affected by these Special Terms.

6.3 LINX reserves the right to refuse any Order for any reason and that right is not compromised by these Special Terms. Accordingly, LINX has the right to refuse an Order placed on the Special Terms but accept an Order placed on the ordinary terms without benefit of these terms.

6.4 LINX may withdraw these Special Terms at any time.

6.5 In the event of any conflict between the Membership Agreement, these Special Terms and the Service Terms for a service, the Membership Agreement shall take precedence, followed by these Special Terms and then the applicable Service Terms.