



Product Terms

FaxMail

1 INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to the FaxMail Customer agrees that he/she/it has read, understand and are bound by:
- 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
- 1.3.2 the Product Terms set out herein;
- (collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of the FaxMail indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
- 1.5.1 “**Customer Interface**” means a secure on-line interface, which enables Customer to activate the FaxMail Services, as this interface may be updated, upgraded and/or amended from time to time in terms of the Agreement;
- 1.5.2 “**Fax Charges**” shall mean the telecommunication charges Customer will be charged for sending a fax via the FaxMail Service, which charges will be based on the duration of the fax transmission;
- 1.5.3 “**FaxMail**” means the Services MWEB Business renders to Customer as an ancillary Service to the Mailbox Services;
- 1.5.4 “**FaxMail Number(s)**” means the fax number to be allocated by MWEB Business as envisaged in this Agreement;
- 1.5.5 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading General Terms;
- 1.5.6 “**Mailbox Services**” means the Services MWEB Business renders to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description comprising of (i) an e-mail box provided by MWEB Business to Customer on MWEB Business’ systems, which includes an e-mail address and/or the amount of aliases allowed by MWEB Business to such e-mail address from time to time; and (ii) ancillary or other online Services offered by



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MWEB Business, which may be automatically included in Mailbox or to which Customer may subscribe online, subject to such Product Terms applicable to Mailbox Services;

- 1.5.7 “**Mailbox**” has the meaning ascribed to it in the Product Terms applicable to Mailbox, which can be found under the name “Mailbox” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. Such Services are provided in accordance with the Customer’s selections as indicated by Customer in the Application Form and subject to such Product Terms applicable to Mailbox, but with the exclusion of the duration clause; and
- 1.5.8 “**Telkom**” means Telkom SA Limited and/or its successors.

2 DURATION

- 2.1 FaxMail Services shall commence with effect from the activation of the FaxMail Services and shall endure for the duration of the Mailbox Services selected by Customer in the Application Form. Any provision regarding the termination of the Mailbox Services shall automatically apply to the FaxMail Services. . Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer’s termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Upon termination of the Mailbox Services for any reason whatsoever, MWEB Business shall notwithstanding the provisions of the General Terms, immediately be suspend Customer’s access and/or use of the FaxMail Services.
- 2.3 To the extent that the Mailbox Services provided to Customer are suspended by MWEB Business in terms of the provisions clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of Mailbox Services, but Customer shall still be liable to pay the Service Fees during such suspension.

3 SERVICE FEES

- 3.1 No monthly subscription fee is payable. Service Fees shall constitute the relevant pre-paid package selected.
- 3.2 Customer shall:
- 3.2.1 pay the Service Fees upfront by selecting the relevant pre-paid package on the Customer Interface; and
 - 3.2.2 make payment by way of credit card; or
 - 3.2.3 by using the “Add-2-Account” functionality on Customer Interface to bill the Service Fees to the account the Customer has with MWEB Business for other Services.
 - 3.2.4 Customer acknowledges and agrees that the “Add-to-Account” functionality is only available should he/she/it pay his/her/its Service Fees for other Services by way of debit order.



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- 3.3 Insofar as it is applicable, the payment of FaxMail Services Fees is subject to the provisions set out in the General Terms.
- 3.4 MWEB Business shall provide Customer with an online facility to view itemised fax charges at the Service Website specifying the: (i) fax number dialled by Customer using FaxMail Services; and (iii) the Fax Charges applicable to such fax number.
- 3.5 Without limiting the applicability of any other provision of the Agreement, payment of the Service Fees, as contemplated in clause 3.2 shall constitute acceptance of the terms and conditions contemplated in clause 5.
- 3.6 MWEB Business reserves the right to limit the amount of pre-paid credit purchases, as it may deem fit.

4 UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with FaxMail on a 24 (twenty four) hour per day basis on each and every day for the continued duration of this Agreement.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that FaxMail is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that FaxMail is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that FaxMail is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.3 Customer acknowledges that the following circumstances and events may impact upon its use of FaxMail and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of FaxMail by other customers; (ii) the Internet; (iii) limitations upon national and/or international bandwidth capacity; (iv) telecommunication service operator failures, which includes telecommunication links and line failures; (v) mobile telecommunication service operator failures; (vi) mobile network failures; (vi) operating systems; (viii) access technology failures; (ix) quality of service of telecommunication links or lines; (x) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on FaxMail; and (xi) any other action, omission and/or failure not within MWEB Business' control which has an impact on FaxMail. International coverage.

5 TERMS AND CONDITIONS SPECIFIC TO FAXMAIL SERVICE

- 5.1 MWEB Business will provide Customer with the FaxMail Service and Customer Identifiers to enable Customer to:
- 5.1.1 send fax messages via electronic mail to any number in South Africa; and
- 5.1.2 receive unlimited free fax messages sent to Customer's FaxMail Number via electronic mail. For the



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avoidance of doubt, Customer will still be charged the telecommunication costs for sending the FaxMail and not the FaxMail services fees.

5.2 Customer acknowledges and agrees that:

5.2.1 an active Mailbox is required in order to access and/or use the FaxMail Service;

5.2.2 a reserve of R50 (fifty Rands) per FaxMail Number allocated in terms of this Agreement is required to keep each account active;

5.2.3 MWEB Business will link the FaxMail Service to Customer's Mailbox to ensure that Customer is able to send and/or receive fax messages via electronic mail;

5.2.4 MWEB Business will allocate a maximum of 5 (five) FaxMail Numbers to Customer's primary Mailbox and no additional FaxMail Numbers shall be allocated to any e-mail address/es registered against the primary Mailbox, should Customer reach this limit;

5.2.5 1 (one) FaxMail Number shall be automatically allocated to the primary Mailbox upon activation of the Mailbox Services and the remainder of 4 (four) FaxMail Numbers shall only be allocated to any secondary Mailboxes upon receipt of such request from Customer;

5.2.6 only the primary Mailbox account holder will be able to add any FaxMail Number to the secondary Mailbox as contemplated in clause 5.2.5 above;

5.2.7 MWEB Business will subject to the provisions of clause 5.2.4 above, link the Fax Number/s specified by Customer in the Customer Interface to any secondary Mailbox specified by Customer in Customer Interface;

5.2.8 the FaxMail Service shall only operate on 086 number and/or any other number allocated by MWEB Business for these purposes;

5.2.9 he/she/it will not be able to receive any faxes sent from outside countries specified in the Customer Interface;

5.2.10 the nature and specifications of the FaxMail is known to him/her/it and accepts that the FaxMail is suitable for the purpose Customer intends to use it.

5.3 MWEB Business reserves the right to suspend and/or de-activate Customer's FaxMail Number(s) should Customer not use the FaxMail Services for a period of 3 (three) consecutive months.

5.4 MWEB Business shall on a monthly basis limit the number of fax messages to be sent by Customer via the FaxMail to the credit available for the FaxMail Services. MWEB Business does not guarantee that Customer's ability to send fax messages will automatically terminate upon Customer's reach of its/his/her credit limit. Customer is therefore responsible for ensuring that he/she/it (including any third party who has access to the FaxMail Services) does not exceed the available credit limit. Should Customer exceed its



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credit limit as envisaged herein, MWEB Business shall charge Customer the excess usage charges at the local, national and international rates published on Customer Interface, which charges shall be automatically deducted from Customer's credit purchase FaxMail Account;

5.5 MWEB Business shall not limit the number of fax messages received by Customer, however Customer is advised to ensure that its fax messages will not exceed the Mailbox size allocated to Customer in terms of the Mailbox terms and conditions;

5.6 Customer acknowledges that:

5.6.1 sufficient credit is required to send fax messages through use of the FaxMail;

5.6.2 it is his/her/its responsibility to ensure that he/she/it has sufficient credit prior to sending any fax messages; and

5.6.3 his/her/its ability to send fax messages through use of the FaxMail shall be automatically terminated should Customer not have sufficient credit limit. MWEB Business shall not be responsible for any loss, damage suffered by Customer as a result of the failure to send and/or receive faxes because of insufficient credit.

5.7 If Customer in good faith disputes the amount of credit available to him/her/it, Customer shall notify MWEB Business of the disputed amount in writing and provide the documentation reasonably requested by MWEB Business to resolve the dispute. Any dispute regarding the credit available must be lodged within 14 (fourteen) days from the date of statement, failing which the credit shall be deemed to be correct. Such dispute shall not relieve Customer from any obligation to make all payments for FaxMail. Any resolved dispute in favour of Customer will be credited to Customer's account.

6 FAXMAIL NUMBERS

6.1 Upon registration for the FaxMail Services, a FaxMail Number(s) shall be allocated to Customer.

6.2 Customer acknowledges and agrees that the allocation of a FaxMail Number(s) is done subject to the relevant terms and conditions prescribed by the Authority and/or any other relevant regulatory authority.

6.3 Customer shall not be able to obtain a specific FaxMail Number(s).

6.4 MWEB Business cannot guarantee the provision of any specific FaxMail Number to Customer and although it shall use its reasonable endeavours to provide sequential numbers, if requested so, MWEB Business cannot guarantee that it shall be able to do so.

6.5 Subject to the provisions of clause 6.6 below, any FaxMail Number(s) supplied to Customer is/are supplied to Customer for the purposes of use in terms of FaxMail Service. Customer acknowledges and agrees that whilst such FaxMail Number(s) is/are personal to Customer for the duration of the FaxMail Service, Customer shall never become the owner of such FaxMail Number(s) and agrees not to sell, lease transfer, assign or otherwise alienate its rights in respect of such FaxMail Number(s).



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- 6.6 Although MWEB Business will use its reasonable endeavours not to change any FaxMail Number(s) provided to Customer, MWEB Business reserves the right to change any such FaxMail Number from time to time as it deems fit and appropriate, which includes the change of the numbering plan. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any direct or indirect loss, damage, costs, expense or injury of whatever nature, including consequential loss, suffered or incurred by Customer as a result of such change.
- 6.7 Should the FaxMail Service be de-activated, suspended and/or terminated for any reason whatsoever, MWEB Business cannot guarantee that the same FaxMail Number(s) allocated previously would be allocated to Customer again. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any direct or indirect loss, damage, costs, expense or injury of whatever nature, including consequential loss, suffered or incurred by Customer as a result of the suspension and/or termination.
- 6.8 Customer shall at all times ensure that it uses the correct and complete fax number when sending a fax message via the FaxMail Service. MWEB Business shall, without limiting the generality of the Agreement, not be held responsible for any fax message delivered/ transmitted/ sent to a wrong recipient and shall not refund or in any way credit Customer for any fax messages sent to such wrong recipients.
- 6.9 MWEB Business does not make any representation of whatever nature that the FaxMail Number(s) allocated to Customer will be reachable from Telkom's PSTN as defined in the Electronic Communications Act , or from any other telecommunication platforms. MWEB Business shall however use its reasonable endeavours to ensure that the FaxMail Number allocated to Customer will be reachable by other users of MWEB Business' FaxMail Service or related Services, but cannot supply any guarantee in this regard. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any loss, damage, costs, expense or injury of whatever nature, including consequential loss, arising from such unavailability or as a result of the aforesaid.
- 6.10 Although MWEB Business will use its reasonable endeavours to transmit fax messages as envisaged herein, through the use of FaxMail Service, MWEB Business shall without limiting the generality of the General Terms, not assume any responsibility for the unavailability, failure, delay, quality or interruption of the transmission of any fax messages made by Customer using FaxMail Service and shall not refund or in any way credit Customer for any failed, delayed, interrupted fax messages with sub-standard quality. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any loss, damage, costs, expense or injury of whatever nature, including consequential loss, arising from the eventualities contemplated in this clause 6.10.
- 6.11 Although MWEB Business will use its reasonable endeavours to receive fax messages as envisaged herein, through the use of FaxMail Service, MWEB Business shall without limiting the generality of the General Terms, not assume any responsibility for the unavailability, failure, delay, quality or interruption of the transmission of any fax messages made by Customer using FaxMail Service and shall not refund or in any



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way credit Customer for any failed, delayed, interrupted fax messages with sub-standard quality. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any loss, damage, costs, expense or injury of whatever nature, including consequential loss, arising from the eventualities contemplated in this clause 6.11.

- 6.12 Customer agrees that MWEB Business' monitoring equipment shall be the sole source to determine usage of FaxMail Service.
- 6.13 For the purposes of the FaxMail Service, a fax message shall be deemed to have been delivered/ transmitted/ sent/ received by Customer the moment Customer receives an e-mail notification that a fax has been sent and/or received.
- 6.14 Customer further acknowledges that MWEB Business is under no obligation to validate or investigate the authenticity of any fax messages sent and/or received through use of FaxMail Service and shall not be held responsible for any fraudulent and/or unauthorised fax messages send and/or received through the use of FaxMail Service and Customer hereby unconditionally and irrevocably indemnifies MWEB Business and agrees to hold MWEB Business free from all loss, damages, claims, liabilities and/or costs suffered or incurred as a result of the aforesaid. Customer is responsible for notifying MWEB Business if Customer suspects or has any information regarding any kind of fraud, unauthorised use or abuse involving the use of Customer's FaxMail Service and MWEB Business may in its own discretion and without incurring any liability of whatsoever nature temporarily suspend Customer's access and use of the FaxMail Service until this problem is resolved. Customer acknowledges and agrees that the suspension of his/her/its access and usage of the FaxMail Services as envisaged herein shall in no way relieve Customer from his/her/its obligations as set out in this Agreement.
- 6.15 Without limiting the generality of the General Terms and Use Policies, Customer:
- 6.15.1 agrees not to use FaxMail Service for any unlawful, abusive or any other purpose including, without limitation, using FaxMail in any manner that (i) interferes with MWEB Business' ability to provide FaxMail Service or any other service to its customers; (ii) results in excessive usage inconsistent with the normal business usage patterns; and/or (iv) infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act ;
- 6.15.2 agrees not use FaxMail Service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 6.15.3 undertakes to use FaxMail Service solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license FaxMail Service in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.