



Product Terms

FaxMail Premium

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 Premium 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 Premium indicates Customer’s acceptance without modification of the Terms, which will constitute a legal agreement between you and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
- 1.5.1 “**Bill Master**” means the primary account holder;
- 1.5.2 “**Customer Interface**” means a secure on-line interface, which enables Customer to activate the FaxMail Premium Services, as this interface may be updated, upgraded and/or amended from time to time in terms of the Agreement;
- 1.5.3 “**Fax Charges**” shall mean the telecommunication charges Customer will be charged for sending a fax via the FaxMail Premium Service, which charges will be based on the duration of the fax transmission;
- 1.5.4 “**FaxMail Premium**” means the Services MWEB Business renders to Customer in terms of the FaxMail Premium Product Terms;
- 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 “**FaxMail Number(s)**” means the fax number to be allocated by MWEB Business as envisaged in this Agreement;
- 1.5.7 “**ISP**” means the internet services provider with who Customer has entered into an agreement for the provision of Mailbox services;
- 1.5.8 “**Mailbox**” means a mailbox provided to Customer by MWEB Business or ISP subject to the product terms applicable to Mailbox Services;



Product Terms

FaxMail Premium

- 1.5.9 **“Mailbox Services”** means the services that:
- 1.5.9.1 MWEB Business renders to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form, under such heading or description and subject to the Mailbox Product Terms which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Mailbox”; or
- 1.5.9.2 the ISP renders to Customer in accordance with the provisions of the agreement between Customer and ISP for the provisioning of the Mailbox Services;
- 1.5.10 **“Telkom”** means Telkom SA Limited and/or its successors; and
- 1.5.11 **“Usage Limit”** means the amount of faxes Customer is allowed to send at any given time which amount shall be limited to R435.00 (four hundred and thirty five Rand) per month.

2 DURATION

- 2.1 FaxMail Premium Services shall commence with effect from the activation of the FaxMail Premium Services and shall endure for the duration of the Mailbox Services selected by Customer in the Application Form. 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. Any provision regarding the termination of the Mailbox Services shall automatically apply to the FaxMail Premium Services.
- 2.2 Upon termination of the Mailbox Services in terms of clause 9.12 of the General Terms or for any other reason whatsoever, MWEB Business shall immediately suspend Customer’s access and/or use of the FaxMail Premium Services.
- 2.3 To the extent that the Mailbox Services provided to Customer are suspended by MWEB Business in terms of clause 9.12 of the General Terms or for any other reason whatsoever, Customer acknowledges that it will forfeit its access to and/or use of the FaxMail Premium Services.
- 2.4 To the extent that Faxmail Premium provided to Customer is suspended by MWEB Business in terms of the provisions of 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 Faxmail Premium, but Customer shall still be liable to pay the Service Fees during such suspension.

3 SERVICE FEES

- 3.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions of the General Terms.
- 3.2 Customer shall pay the Fax Charges to MWEB Business monthly in arrears, which Fax Charges shall be added to Customer’s monthly bill.



Product Terms

FaxMail Premium

- 3.3 Customer acknowledges and agrees that the “Add-to-Account” functionality is only available should he/she/it pay his/her/its Service Fees by way of debit order.
- 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 Premium Services; and (ii) the Fax Charges applicable to such fax number.
- 3.5 MWEB Business reserves the right to refuse Customer application for further Usage Limit.

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 Premium 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 Premium 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 Premium 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 Premium and further that these circumstances and/or events are beyond MWEB Business’ control: (i) use of FaxMail Premium by other customers; (ii) the Internet; (iii) unavailability of the Mailbox; (iv) limitations upon national and/or international bandwidth capacity; (v) telecommunication service operator failures, which includes telecommunication links and line failures; (vi) mobile telecommunication service operator failures; (vii) mobile network failures; (viii) operating systems; (ix) access technology failures; (x) quality of service of telecommunication links or lines; (xi) 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 Premium and (xii) 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 PREMIUM SERVICE

- 5.1 MWEB Business will provide Customer with the FaxMail Premium 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 avoidance of doubt, Customer will over and above the Service Fees chargeable in terms of the provisions of clause 3 above, remain liable for the payment of telecommunications costs charged by



Product Terms

FaxMail Premium

Telkom for sending faxes.

5.2 Customer acknowledges and agrees that:

5.2.1 the FaxMail Premium Services are only provided if Customer is MWEB Business' Customer and should Customer cease to be a customer of MWEB Business, MWEB Business will not be able to provide FaxMail Services to Customer;

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

5.2.3 he/she/it shall remain responsible for ensuring that his/her/its Mailbox is active for the duration of the FaxMail Premium Services should the Mailbox Services be provided by the ISP. Customer therefore agrees that MWEB Business shall not (without limiting the provision of the General Terms), be held liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit, loss of data, loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever (directly or indirectly) from a non-activated and/or non-accessible Mailbox;

5.2.4 MWEB Business will link the FaxMail Premium Service to Customer's Mailbox to ensure that Customer is able to send and/or receive fax messages via electronic mail. In the event that the Mailbox is provided by the ISP, Customer shall provide MWEB Business with the correct Mailbox address and/or any changes thereto in writing. In the event that the Mailbox information provided to MWEB Business by Customer is: (i) not correct; and/or (ii) changed without notifying MWEB Business in writing, MWEB Business will not be able to link the Faxmail Premium Service to Customer's Mailbox, which will then result in lack of access and/or use of the FaxMail Premium Service by Customer. Customer agrees that MWEB Business shall (without limiting the provisions of the General Terms), not be held liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit, loss of data, loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever (directly or indirectly) from failure to link the FaxMail Premium Service to Customer's Maibox;

5.2.5 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;

5.2.6 1 (one) FaxMail Number shall be automatically allocated to the primay Mailbox upon activation of the FaxMail Premium Services and the remainder of 4 (four) FaxMail Numbers shall only be allocated to any secondary Mailboxes upon receipt of such request from Customer;

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



Product Terms

FaxMail Premium

- 5.2.8 only the Bill Master holder will be able to: (i) access the Customer Interface; and (ii) request additional Usage Limit as envisaged in clause 3.3 above;
- 5.2.9 MWEB Business will subject to the provisions of clause 5.2.5 above, link the Fax Number/s specified by Customer in the Customer Interface to any secondary Mailbox specified by Customer in Customer Interface;
- 5.2.10 the FaxMail Premium shall only operate on Telkom land line number and/or any other number allocated by MWEB Business for these purposes;
- 5.2.11 he/she/it will not be able to receive any faxes send outside countries specified in the Customer Interface;
- 5.2.12 the nature and specifications of the FaxMail Premium Services is known to him/her/it and accepts that it is suitable for the purpose it is intended and will be used; and
- 5.2.13 the nature and specifications of the FaxMail Premium is known to him/her/it and accepts that the FaxMail Premium is suitable for the purpose Customer intends to use it.
- 5.3 MWEB Business reserves the right to suspend, de-activate and/or re-allocate Customer's FaxMail Number(s) should Customer not use the FaxMail Premium Services for a period of 3 (three) consecutive months.
- 5.4 Customer acknowledges that MWEB Business shall on a monthly basis limit the number of fax messages to be send by Customer via the FaxMail Premium to the Usage Limit available for the FaxMail Premium 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 Usage Limit. Customer is therefore responsible for ensuring that it/he/she (including any third party who has access to the FaxMail Premium Services) does not exceed the available Usage Limit. Should Customer exceed its Usage 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 MWEB Business will add to Customer's monthly bill as envisaged in clause 3 above.
- 5.5 Notwithstanding the provisions of clause 5.4 above, MWEB Business may in its sole discretion allow Customer to exceed the Usage Limit without informing Customer of it. However, if MWEB Business allows Customer to exceed the Usage Limit in this manner, it will merely constitute a temporary indulgence on MWEB Business' part and will not constitute a waiver of any of its rights, including its right to:
- 5.5.1 limit the amount of faxes Customer can send to the Usage Limit if Customer has reached his/her/its Usage Limit; and
- 5.5.2 recover the cost of the amount of faxes Customer has send in excess of the Usage Limit as envisaged in clause 3 above.



Product Terms

FaxMail Premium

- 5.6 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 Product Terms or ISP Mailbox terms and conditions.

6 TERMS AND CONDITIONS SPECIFIC TO FAXMAIL NUMBERS

- 6.1 Upon registration for the FaxMail Premium 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, Telkom 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 Premium Service. Customer acknowledges and agrees that whilst such FaxMail Number(s) is/are personal to Customer for the duration of the FaxMail Premium 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).
- 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, loss of profit or injury of whatever nature, including consequential loss, suffered or incurred by Customer as a result of such change.
- 6.7 Should the FaxMail Premium 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, loss of profit or injury of whatever nature, including consequential loss, suffered or incurred by Customer as a result of the suspension, de-activation and/or termination of the FaxMail Premium Services.
- 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 Premium 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.



Product Terms

FaxMail Premium

- 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 or its electronic communications network, 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 Premium Services or related Services, but cannot supply any guarantees in this regard. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any loss, damage, costs, expense, loss of profit 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 Premium 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 Premium 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, loss of profit 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 Premium 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 Premium 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, loss of profit 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 Premium Service.
- 6.13 For the purposes of the FaxMail Premium 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 Premium Service and shall not be held responsible for any fraudulent and/or unauthorised fax messages send and/or received through the use of FaxMail Premium 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



Product Terms

FaxMail Premium

if Customer suspects or has any information regarding any kind of fraud, unauthorised use or abuse involving the use of Customer's FaxMail Premium 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 Premium Service until this problem is resolved. Customer acknowledges and agrees that the suspension of his/her/its access and usage of the FaxMail Premium 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 Premium Service for any unlawful, abusive or any other purpose including, without limitation, using FaxMail Premium in any manner that: (i) interferes with MWEB Business' ability to provide FaxMail Premium Service or any other service to its customers; (ii) results in excessive usage inconsistent with the normal business usage patterns; and/or (iii) infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act;
 - 6.15.2 agrees not to use FaxMail Premium Service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended; and
 - 6.15.3 undertakes to use FaxMail Premium 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 Premium Service in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.
-