



Product Terms

Corporate Fax

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 Corporate Fax Customer, agrees that he/she/it has read, understand and are bound by:
- 1.3.1 the General Terms and Conditions and other notices 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 Corporate Fax 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 “**Corporate Fax**” means the fax services MWEB Business renders to Customer;
- 1.5.2 “**Corporate Fax Number(s)**” means the fax number(s) to be allocated by MWEB Business as envisaged in this Agreement;
- 1.5.3 “**Customer Interface**” means a web interface available at http://www.mwebbusiness.co.za/Products_and_Services/CorporateFaxSignUp.aspx which Customer will access in order to activate his/her/its Corporate Fax account;
- 1.5.4 “**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.aspx> under the heading General Terms.

2 DURATION

- 2.1 Corporate Fax Services shall commence with effect from the activation of the Corporate Fax Services and shall endure for an indefinite period until terminated by either Party in accordance with the provisions of the General Terms. 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 Notwithstanding the provisions of clauses 2.1 above, MWEB Business shall be entitled to terminate Corporate Fax at any time without incurring any liability of whatsoever nature should:



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2.2.1 MWEB Business' relationship with the supplier be terminated; and/or

2.2.2 MWEB Business decides in its sole discretion to stop offering Corporate Fax to its customers.

3 SERVICE FEES

This is a value added service and no monthly subscription fee will be payable by Customer for Corporate Fax

4 UNDERTAKINGS AND ACKNOWLEDGEMENTS

4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Corporate Fax 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 Corporate Fax 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 Corporate Fax 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 Corporate Fax 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 Corporate Fax and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Corporate Fax by other customers; (ii) the Internet; (iii) limitations upon national and/or international bandwidth capacity; (iv) telecommunication service operator failures, which includes without limitation telecommunication links and line failures; (v) mobile telecommunication service operator failures; (vi) mobile network failures; (vii) international quality and/or coverage, (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 Corporate Fax; and (xii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Corporate Fax.

5 TERMS AND CONDITIONS SPECIFIC TO CORPORATE FAX

5.1 MWEB Business will provide Customer with the Corporate Fax Service and Customer Identifiers to enable Customer to receive unlimited free fax messages sent to Customer's Corporate Fax Number via email address.

5.2 Customer acknowledges and agrees that:

5.2.1 an active email address is required in order to access and/or use the Corporate Fax Service;

5.2.2 MWEB Business will link the Corporate Fax Service to Customer's email address to ensure that Customer is able to receive fax messages via electronic mail;



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- 5.2.3 MWEB Business will allocate an unlimited number of Corporate fax numbers, but will only allocate 1 (one) Corporate Fax Number to Customer's email address.
- 5.2.4 the Corporate Fax Service shall only operate on 086 number and/or any other number allocated by MWEB Business from time to time for these purposes;
- 5.2.5 he/she/it will not be able to receive any faxes send from outside countries specified in the Customer Interface;
- 5.2.6 the nature and specifications of the Corporate Fax is known to him/her/it and accepts that the Corporate Fax 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 Corporate Fax Number(s) should Customer not use the Corporate Fax Services for a period of 3 (three) consecutive months. The suspended Corporate Fax Number(s) will remain suspended for a period of 90 (ninety) days and thereafter, such Corporate Fax Numbers shall be flagged as deleted and remain in a deleted state for a period of 60 (sixty) days. MWEB Business will terminate Customer's right to the Corporate Fax Number(s) and re-issue such Corporate Fax Number to other users.
- 5.4 MWEB Business will purge deleted Corporate Fax Numbers after a period of 60 (sixty) days.
- 5.5 MWEB Business will delete and purge Corporate Fax Numberz(s) which have been inactive for a period of 180 (one hundred and eighty days) after 60 (sixty) days holding period.
- 5.6 MWEB Business shall not limit the number of fax messages received by Customer, however Customer is advised to ensure that it's fax messages will not exceed the email address size allocated to Customer in terms of the email address terms and conditions applicable to such email address.

6 CORPORATE FAX NUMBERS

- 6.1 Upon registration for the Corporate Fax Services, a Corporate Fax Number(s) shall be allocated to Customer.
- 6.2 Customer acknowledges and agrees that the allocation of a Corporate Fax 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 Corporate Fax Number(s).
- 6.4 MWEB Business cannot guarantee the provision of any specific Corporate Fax 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.



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- 6.5 Subject to the provisions of clause 6.6 below, any Corporate Fax Number(s) supplied to Customer is/are supplied to Customer for the purposes of use in terms of Corporate Fax Service. Customer acknowledges and agrees that whilst such Corporate Fax Number(s) is/are personal to Customer for the duration of the Corporate Fax Service, Customer shall never become the owner of such Corporate Fax Number(s) and agrees not to sell, lease, license, sub-license, transfer, assign or otherwise alienate its rights in respect of such Corporate Fax Number(s).
- 6.6 Although MWEB Business will use its reasonable endeavours not to change any Corporate Fax Number(s) provided to Customer, MWEB Business reserves the right to change any such Corporate Fax 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, loss of data or information, loss of business, profit or income, suffered or incurred by Customer as a result of such change.
- 6.7 Should the Corporate Fax Service be de-activated, suspended and/or terminated for any reason whatsoever, MWEB Business cannot guarantee that the same Corporate Fax 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, loss of data or information, loss of business, profit or income suffered or incurred by Customer as a result of the suspension and/or termination.
- 6.8 MWEB Business does not make any representation of whatever nature that the Corporate Fax 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 Corporate Fax Number allocated to Customer will be reachable by other users of MWEB Business' Corporate Fax 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, loss of data or information, loss of business, profit or income arising from such unavailability or as a result of the aforesaid.
- 6.9 Although MWEB Business will use its reasonable endeavours to receive fax messages as envisaged herein, through the use of Corporate Fax 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 Corporate Fax 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, loss of data or information, loss of business, profit or income arising from the eventualities contemplated in this clause 6.9.



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- 6.10 For the purposes of the Corporate Fax Service, a fax message shall be deemed to have been delivered to/received by Customer the moment Customer receives an e-mail notification that a fax has been sent and/or received.
- 6.11 Customer further acknowledges that MWEB Business is under no obligation to validate or investigate the authenticity of any fax messages received through use of Corporate Fax Service and shall not be held responsible for any fraudulent and/or unauthorised fax messages sent and/or received through the use of Corporate Fax 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 Corporate Fax 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 Corporate Fax Service until this problem is resolved. Customer acknowledges and agrees that the suspension of his/her/its access and usage of the Corporate Fax Services as envisaged herein shall in no way relieve Customer from his/her/its obligations as set out in this Agreement.
- 6.12 Without limiting the generality of the General Terms and Use Policies, Customer:
- 6.12.1 agrees not to use Corporate Fax Service for any unlawful, abusive or any other purpose including, without limitation, using Corporate Fax in any manner that (i) interferes with MWEB Business' ability to provide Corporate Fax 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;
- 6.12.2 agrees not use Corporate Fax Service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 6.12.3 undertakes to use Corporate Fax 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 Corporate Fax Service in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

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