

TERMS AND CONDITIONS FOR FREE FAX2EMAIL NUMBER

1. TERMS AND CONDITIONS BINDING

The service is known as Fax2Email. Please read these Terms and Conditions before you start using the service. If you do not accept the terms and conditions stated herein, then you are requested not to use this service. These terms and conditions may be revised from time to time. When we update these Terms and Conditions they will be updated on the webpage. You should visit the webpage from time to time to view the terms and conditions because they are binding upon you once you commence using the service.

2. FAX2EMAIL NUMBER

2.1 You will be allocated a Fax2Email number. This number is allocated electronically by the system. Once the number is issued, an email will be sent to your email address requesting you to accept the number and confirm that activation of the service. Should you not activate the number as instructed in the email, then the allocated number will be returned to the pool of numbers and be available for use by another person.

2.2 You must not print cards or stationery using the allocated number until you have followed the procedures set out in the email and confirmed and activated the number for use.

2.3 FoneWorx will not be liable for any costs associated with any expenses incurred by you for failing to comply with the instructions set out in the email.

3. HOW IT WORKS

FoneWorx Fax2Email is designed to allow a sender of a fax, to use a standard fax machine to send the fax to the FoneWorx switch or platform via the PSTN using the user number. When we receive the fax, we transmit the fax to the email or mapped address linked to the user number. We will store your faxes up to a maximum of 7 (seven) days provided that you have requested this service in writing and/or have activated this service on the user web portal.

4. NO WARRANTY

This service, including the website and the processing of Fax2Email, is provided to you on an "as is" basis without any implied or express warranties being made. FoneWorx does not:

- Warrant the accuracy, completeness, currency or reliability of any content or processing available through the service.
- Warrant or represent that use of the service will be uninterrupted or error-free.
- Warrant that the email will arrive at the email address designated and mapped to the user number virus free.

Although we make use of anti-virus software you must take the necessary precautions to ensure that the content that is delivered to your personal computer is free of viruses. You are responsible for your own anti-virus software and for ensuring that the email is virus-free. When using Fax2Email the sender is cautioned that the fax transmission receipt generated by the fax machine is only confirmation that the fax has been received by the FoneWorx server and that it is not proof that the fax has been delivered electronically to the email address linked or mapped to the dialled number.

5. EXCLUSION FROM LIABILITY

We are not liable for any direct, indirect, incidental, consequential or special damages arising out of or in connection with your access to or use of the Fax2Email service, even if we have been advised of the possibility of such damages, including reliance by any party on receiving the fax in time or any content obtained through the use of the service, or that arises in connection with mistakes or omissions in, or delays in transmission of, information to or from the user or any interruptions in telecommunication connections to this service or viruses, whether caused in whole or part by negligence, Acts of God, telecommunications failure, theft or destructions of, or unauthorised access to the service, or related information or programs.

6. USER NUMBER

The Fax2Email user's Fax2Email number is referred to as the "user number" for all active applications.

7. EMAIL LINKED TO FAX2EMAIL

Your Fax2Email number will be linked to the email address provided by you when you registered..

8. ONLY ONE EMAIL MAY BE LINKED

You can only link one email address to your user number.

9. FORMAT OF FAXES

9.1 Faxes are received on your user number and are then converted to a .tif / PDF document.

9.2 The email address linked to your user number is retrieved from our database and an email is then sent to the linked email with the .tif / PDF file as an attachment.

11. WITHDRAWAL OF FAX2EMAIL NUMBER

The Fax2Email user acknowledges that the telecommunications regulator and / or telecommunications provider reserve the right to withdraw the number allocated for the Fax2Email user's Fax2Email number.

Although it is not expected that this will happen, you indemnify and holds FoneWorx harmless against any claims that you may have out of any special or incidental loss arising from the withdrawal of the number.

12. INTRUSIONS BY THIRD PARTIES

Although we take all reasonable precautions to secure the FoneWorx switch from intrusions by any third parties and to avoid any erroneous transmission to your Fax2Email number we assume no liability, responsibility or obligation should you receive unsolicited faxes.

13. FAX2EMAIL NUMBER WILL NOT BE DIVULGED

We will not provide or divulge your Fax2Email number to any third party for purposes of spamming or for marketing purposes, without your express consent.

14. MAINTENANCE AND REPAIRS

From time to time we have to conduct maintenance and/or repairs to improve our service to you. We will not always be able to notify you when we carry out the maintenance and/or repairs and accordingly you accept that the service may be interrupted during these periods.

15. QUALITY OF FAX

15.1 We do not warrant that the fax (.tif/PDF) received by you will be clear and readable. You acknowledge that many factors, which are not within our control, can affect the quality of the fax.

15.2 You acknowledge that the service operates through either the PSTN or GSM network and that it is possible that the route being used by the sender of the fax when sending a fax could be interrupted, distorted, contain a noise on the line, or be interrupted and that this could cause the fax to be incomplete when received by the FoneWorx platform.

15.3 We will automatically convert the fax to a .tif/PDF format and send the .tif/PDF to the linked email address in whatever form the fax is received. You acknowledge that on receipt of the email, the image of the fax, when viewed, may be distorted, incomplete or imperfect. You acknowledge that this is as a result of a problem with the PSTN or GSM network used in transmitting such fax.

16. TIME WITHIN WHICH FAX RECEIVED

FoneWorx does not warrant or represent that the Fax2Email user will receive a fax (.tif/PDF) within a specified time after the sending party has sent the fax. It is acknowledged by the Fax2Email user that the Internet delivery or third party gateways (ISP's) or intermediary servers could slow or inhibit the delivery of the fax.

17. PEAK TIMES

You accept that there is a likelihood of an increase in the volumes of fax calls which may occur at certain times of the day and to the extent that increases happen, this may result in an engaged tone. We are not responsible if a fax has been unsuccessfully sent to your user number linked to a designated email address. The sender of the fax will have to re-dial the number a few minutes later at which time a port should be available.

19. INDEMNITY

The Fax2Email user hereby unconditionally and irrevocably indemnifies FoneWorx, including its employees, directors or any of its agents, distributors or independent contractors, against any claims of whatsoever nature which may be brought against FoneWorx, its employees, directors, agents, distributors or independent contractors by any person of whatsoever nature arising out of or connected with the provision of the Fax2Email service, or the failure to provide the service as reflected in this agreement, including any claims resulting from any negligent acts or omissions on the part of FoneWorx, its employees, directors, agents, distributors or independent contractors. In addition, the Fax2Email user hereby releases and discharges FoneWorx, its employees and its agents from all liabilities relating to any peril or event under an appropriate insurance contract, it being expressly understood and agreed that no insurer will have any right of subrogation against FoneWorx, its employees, directors, agents, distributors or independent contractors.

20. MINIMUM MONTHLY USAGE

It is a condition of use that a customer who has been allocated a Fax2Email number will ensure that the number is used to satisfaction of the national telecommunications regulator that the number is not dormant. FoneWorx will deem usage to mean an allocated number must receive at least one fax per month. Should a number so allocated not receive one fax per month, FoneWorx reserves the right to cancel such number and withdraw the number from the customer and re-allocate the number to a new user.

21. MARKETING

From time to time we will send you emails informing you of: updates, amendments to the Fax2Email service as well as new products or services developed by us that may be of interest to you. You can unsubscribe to the email notifications at any time.

22. FAX2EMAIL USED FOR COMPANY OR EMPLOYER BUSINESS

- 22.1 If you apply for a Fax2Email number and
- you are employed by a company;
 - the Fax2Email number is used to further the interests of the company and is linked to your company email address

then you warrant and confirm, by subscribing to the FoneWorx Fax2Email number, that your employer has consented to you subscribing to the Fax2Email number linked to your company email address.

22.2. If you leave the employ of the company and a dispute arises between you and the company about the email address linked to the Fax2Email number, we will not be liable if we receive a request from you to change the email address linked to the 086 fax number to another email address not associated with the company.

22.3 If it is claimed that the Fax2Email number linked to the company email address was only used for business purposes, we will continue to link the Fax2Email number to the company email address until the dispute between you and the company is resolved.

25. ADMINISTRATION WEBSITE

Should you choose to register for the Fax2Email User Administration Website, then you must select a unique password, which is associated to your Fax2Email number. Your password will enable you to change or update any of your profiles contained in the Fax2Email user Administration Website. You must ensure that the password remains confidential and that you do not give anyone else, as this may prejudice the security of the system and your personal information. Should you give the password to someone else then you indemnify us and acknowledge that we will not be liable for any damages suffered by you directly or indirectly, as a result of giving the password to someone else.

THE FAX2EMAIL USER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND CONFIRMS THAT IT IS NOT ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATION NOT EXPRESSLY SET FORTH IN IT. BY USING THE FAX2EMAIL SERVICE THE CUSTOMER ACKNOWLEDGES THE TERMS AND CONDITIONS OF THIS AGREEMENT AS HAVING BEEN FULLY UNDERSTOOD AND AGREED TO BY THE FAX2EMAIL USER.