

## TERMS AND CONDITIONS FOR WEB2FAX

1. The following words hereunder shall have the meanings assigned to them as follows:
  - 1.1 “customer” shall mean the person/s using the Web2Fax service, the user, being the party who has signed up for the Web2Fax service.
  - 1.2 “dormant account” shall mean a Web2Fax account on which there has been no activity for a period of at least 11 (eleven) months.
  - 1.3 “effective date” shall mean the date of activation of the service by the customer, irrespective of whether the customer uses the service or not.
  - 1.4 “FoneWorx” shall mean FoneWorx (Pty) Ltd of FoneWorx House, Cnr Bram Fischer Drive & Will Scarlet Road, Ferndale, Randburg, 2194.
  - 1.5 “Web2Fax” shall mean the service of sending a document generated on the user’s PC (“sending party”) to a fax machine of the “receiving party”, or to the receiving party’s personal computer.
  - 1.6 “prepaid minutes/credits” shall mean the funds as expressed in ZAR transferred to the credit of the customer’s Web2Fax account and used as the payment for sending a document from the customer’s computer to a fax machine. Each time a fax is sent to a fax machine, the cost associated with such transmission (as set out in the rates table) shall be deducted against the funds standing to the credit of such customer. Should the customer have insufficient funds, then the fax shall not be sent to the fax destination nominated by the customer.
  - 1.7 “rates table” shall mean the schedule of rates as amended from time to time, available at [www.foneworx.co.za](http://www.foneworx.co.za). The customer shall be obliged to view the schedule from time to time.
  - 1.8 “receiving party” shall mean the person to whom the document has been sent and shall include a standard fax device or computer capable of receiving a fax.
  - 1.9 “sending party” shall mean the person sending a document/s from a computer to a standard fax machine – “the user”.

**1.10 “VAT”** shall mean Value Added Tax as defined in the Value Added Tax Act 89 of 1991 as amended.

**2.** This agreement shall start on the effective date and shall continue until cancelled by either party on 30 (thirty) days written notice to the other party.

**3.** The customer may use Web2Fax by:

**3.1** Buying prepaid minutes/credits at designated values as determined by FoneWorx from time to time. The customer may not cede his/her rights in terms of this contract to any third party. The prepaid airtime shall automatically expire after 36 (thirty six) months from date of purchase.

**4.** Payment for prepaid can only be made via electronic transfers.

**5.** The Web2Fax service is the intellectual property of FoneWorx and no part of the service, the content, system, look and feel may be copied or duplicated by the customer for any purpose whatsoever.

**6.** The customer shall use the service in a responsible manner and shall not use it for the purpose of unsolicited spamming. In addition, the service must comply with the social norms and model standards, as contained in the Telkom Code of Conduct (available at [www.foneworx.co.za](http://www.foneworx.co.za)). The service shall also be used in compliance with the Electronic Communications and Transactions Act (ECT), the Consumer Protection Act (CPA) 68 of 2008 and more specifically the provisions of Sections 11, 21, 30 and 31 of the CPA.

Should it come to the knowledge of FoneWorx that the customer's use of the Web2Fax service is in a manner that is in contravention of the ECT Act or CPA or any other regulation or Act relating to the use of this service, then FoneWorx shall, at its sole discretion, have the right to suspend the customer's right to use the service. FoneWorx shall, following an investigation either by itself or its agent, and if it is satisfied the customer is in breach, immediately terminate the customer's right to use the Web2Fax service.

**7.** FoneWorx shall not be liable to the customer or any third party for any loss or damage of whatsoever nature and / or howsoever arising, or for any costs, claims or demands of any nature, which may arise directly or indirectly out of the use of the Web2Fax service, or the withdrawal or suspension of the service or out of any information that may be disseminated via the service.

**8.** The customer or his agent hereby indemnifies FoneWorx and holds FoneWorx harmless from any claim by the customer, or by any third party (known or unknown to the customer), arising directly or indirectly out of

access or use of the Web2Fax service obtained through the use or recommendation thereof.

9. The customer acknowledges that FoneWorx, will be requested to perform routine maintenance and/or upgrades to the service and accordingly the provision of the service may be suspended from time to time. All liability on the part of FoneWorx for any loss or damage incurred as a result of the suspension of the service shall be excluded and shall apply as part of clauses 7 and 8 above.
10. FoneWorx shall not be liable for:
  - 10.1 Any quality deterioration in fax transmission;
  - 10.2 Any delays in transmission;
  - 10.3 Variant transmission times, it being acknowledged that various factors, such as: on-line noise, classes of fax machines, storms etc, may impact on transmission times and quality;
  - 10.4 The transmission being delivered to any or all of the intended recipients;
  - 10.5 ensuring that the service is free from any defects, bugs or viruses or inaccuracies of any kind;
  - 10.6 ensuring that the service is secure against any intrusion by unauthorized third parties.
11. FoneWorx reserves the right to suspend or terminate the Web2Fax service (without notice) should the customer be in breach of the terms of this agreement.
12. This agreement shall be governed by the laws of the Republic of South Africa.
13. The customer confirms, on activation of the service, to have acknowledged having read and understood the terms of this agreement and did not enter into this agreement as a result of any warranty, promise or the like.
14. Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions, which will continue to be valid and enforceable.
15. Should FoneWorx or the customer terminate this agreement (for any reason whatsoever) on the happening of such event FoneWorx shall, within 15 (fifteen) days, refund any funds standing to the credit of such customer's account.
16. **Dormant Account**

- 16.1 A Web2Fax account becomes dormant if it is inactive for a period of 11 (eleven) months.**
- 16.2 If the account remains inactive for a period of 12 (twelve) months the account may be closed.**
- 16.3 If, after a period of 3 (three) years, there has been no activity on the account, any credit balance remaining in the user's Web2Fax account will be forfeited to FoneWorx.**