

Virtual Fax Terms and Conditions

Standard Terms and Conditions - iBurst Virtual Fax

The customer hereby agrees that all service/s provided pursuant to iBurst (PTY) LTD's acceptance of an application form will be subject to these terms and conditions attached hereto, which terms and conditions are explicitly incorporated into and form an integral part of the agreement between iBurst (Pty) LTD and the customer.

Standard Terms and Conditions

1. DESCRIPTION & SERVICES

1.1 IBURST (PTY) LTD undertakes to provide Customer with the value-added IBURST (PTY) LTD Virtual Fax Services.

1.2 The provision of the IBURST (PTY) LTD Service/s is subject to the Terms and Conditions set herein.

2. DURATION AND EFFECTIVE DATE

2.1 This agreement will start on the commencement date, i.e. the approval date by iBurst (Pty) Ltd and shall continue for a period not less than 12 months until cancelled by either of the parties on written notice to the other party.

2.2 The customer agrees to utilize iBurst (PTY) LTD Services on a regular basis and if not utilized for a period of two continuous months, the user number will be reallocated to another subscriber.

2.3 The customer agrees to complete the 12 month period and if the agreement is cancelled before the expiration of the 12 month period, the customer will be liable to pay the charges for the remaining period.

3. CHARGES AND PAYMENTS

3.1 All service including installation, connection to the terminal equipment, set-up, monthly fee for using the service, training and support is FREE relating to the inbound service.

3.2 For the Virtual Fax service charges will be as per pricing agreed between The Customer and iBurst (PTY) LTD and subject to standard credit policy of iBurst (PTY) LTD

4. INTELLECTUAL PROPERTY

4.1 All intellectual property relating to or used in connection with the Services referred to in this agreement shall belong to iBurst (PTY) LTD, its suppliers, its clients and/or its business partners and/or the relevant service providers that provide client numbers as utilized in terms of this Agreement.

4.2 The Customer warrants that it shall not use the Service/s to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize and use any content in accordance with iBurst (Pty) Ltd's intellectual property rights

5. CUSTOMER'S OBLIGATIONS

5.1 Customer shall not commit or attempt to commit any act which directly or indirectly:

5.1.1 damages iBurst (PTY) LTD's technical infrastructure or any part thereof;

5.1.2 impairs iBurst (PTY) LTD from being able to provide the Service/s in a reasonable and business like manner.

6. CESSION

6.1 Customer shall not be entitled to cede or assign any rights and/or obligations, which it may have in terms of this agreement to any third party unless, consented to it in writing by iBurst (PTY) LTD

7. BREACH

7.1 In the event of a breach, iBurst (PTY) LTD shall have the right, without prejudice to any other right, which it may have against Customer, to: a) suspend or terminate the Service/s; b) cancel this Agreement in any event without prejudice to iBurst (PTY) LTD's right to claim damages.

8. EXCLUSION OF LIABILITY

8.1 Except as otherwise expressly provided herein to the contrary, iBurst (PTY) LTD shall not be liable to Customer or any third party for any loss or damage of whatever nature and/or howsoever arising or for any costs, claims or demands of any nature whether asserted against iBurst (PTY) LTD or against Customer by any party, arising directly or indirectly out of the service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.

8.2 Customer hereby indemnifies iBurst (PTY) LTD against and holds iBurst (PTY) LTD harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof or in respect of any matter for which liability of iBurst (PTY) LTD is excluded in terms of clause 8.1 above.

8.3 Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of iBurst (PTY) LTD of any loss or damage thereby incurred or for any costs, claims or demands of any nature arising there from, is excluded, and the provision of clauses 8.1 above shall apply mutandis to such exclusion.

8.4 This Section 8 shall survive the termination of this agreement.

9. WARRANTIES

9.1 iBurst (PTY) LTD provides no warranties or guarantees of any nature in respect to the service.

9.2 Without limitation to the generality of 7.1 above, iBurst (PTY) LTD does not warrant or guarantee that the information transmitted by or available to Customer by way of the service/s:

9.2.1 will be preserved or sustained in its entirety;

9.2.2 will be delivered to any or all of the intended recipients;

9.2.3 will be suitable for any purpose;

9.2.4 will be free of inaccuracies or defects or bugs or viruses of any kind;

9.2.5 will be secured against intrusion by unauthorized third parties; and iBurst (PTY) LTD assumes no liability or obligation in regard to any of the exclusions set forth in this clause 9.

10. SUSPENSION OF SERVICES iBurst (PTY) LTD reserves the right to suspend the provision of the services for the purpose of maintenance, modification or remedial work. In the event of any such suspension, iBurst (PTY) LTD shall provide the Customer with five days prior written notice.

11. FORCE MAJEURE IBURST (PTY) LTD shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of iBurst (PTY) LTD, provided that iBurst (PTY) LTD makes all reasonable efforts to perform.

12. DOMICILIUM CITANDI ET EXECUTANDI For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, Customer chooses its domicilium citandi et executandi at the physical address appearing on the application form to which these terms and conditions are attached.

13. GENERAL

13.1 The customer acknowledges having read and understood this Agreement and are not entering into this Agreement on the basis of any presentations not expressly set forth in it.

13.2 iBurst (PTY) LTD shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between Customer and iBurst (PTY) LTD or not.

13.3 All equipment provided by iBurst (PTY) LTD to the Customer, shall remain the property of iBurst (PTY) LTD and be clearly marked as such. Such equipment must however be insured by the Customer for the benefit of iBurst (PTY) LTD, by way of cession.

13.4 The Customer hereby agrees to accept any information that iBurst (PTY) LTD may send me regarding future value added services via my e-mail address.

13.5 In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.

13.6 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

13.7 In addition to these terms and conditions, the customer shall be bound by the standard terms and conditions as set out in the subscriber agreement.