

## TERMS AND CONDITIONS

1. The service is known as Fax over IP and you are requested to read this page carefully. The usage of this service is subject to acceptance of the terms and conditions stated herein. Please be advised that we may revise these terms and conditions at any time by updating this posting on the webpage.
2. The Fax over IP user shall be allocated an 087 Virtual Fax number. This number is allocated electronically by the system. Once the number is issued, an email will be sent to the user's email address to confirm that the service is activated.
3. Mesh Telecom shall not be liable for any costs associated with any expenses incurred by the subscriber for failing to comply with the instructions set out in the email.
4. Fax over IP is designed to allow a sending party who wishes to send a fax, to use a suite of products which are selected on the Mesh Telecom subscriber agreement.
5. This service, including the website and the processing of Fax over IP, is provided to you on an "as is" basis without warranty of any kind, either express or implied. Mesh Telecom makes no warranty as to the accuracy, completeness, currency or reliability of any content or processing available through the service. Mesh Telecom makes no representations or warranties that the use of this service will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that the content that may arrive on your desk from the Fax over IP service is free of viruses. Whilst Mesh Telecom does make use of anti-virus software, it does not warrant that the email will arrive at your email address (as designated and mapped to the 087 number) virus-free. You are accordingly responsible for your own anti-virus software to ensure that the email is virus-free. Please note that when using Fax over IP the sender is cautioned that the "proof of fax sent" (as generated by the fax machine) is purely confirmation that the fax has been received by the Virtual Fax server and is not proof that the fax has been delivered electronically to the email address linked/mapped to the dialed 087 number, being the intended recipient.
6. Mesh Telecom specifically disclaims any liability, whether based in contract, delict, strict liability or otherwise, for any direct, indirect, incidental, consequential or special damages arising out of or in any way connected with access to or the use of the Fax over IP service, even if Mesh Telecom has been advised of the possibility of such damages, including but not limited to reliance by any party on receiving the fax timeously 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.
7. The Fax over IP user's Virtual Fax number is referred to as the "user number" for all active applications.
8. The Fax over IP user's Virtual Fax number will be mapped (linked) to the email address supplied by the Fax over IP user on registration.
9. Only one email address may be mapped to the Fax over IP user's Virtual Fax 087 number.
10. Faxes are received on the user's 087 number and are then converted to a .tif / PDF document.
11. The email address linked to that 087 number is then obtained from the database and an email is sent to the end user with the .tif / PDF file as an attachment.
12. The Fax over IP user acknowledges that ICASA and/or Mesh Telecom reserves the right to withdraw the number allocated for the Fax over IP user's Virtual Fax number. Whilst it is not anticipated that this event will materialise, the user indemnifies Mesh Telecom and holds Mesh Telecom harmless against any claims that the user might have out of any special or incidental loss arising there-from.
13. Whilst Mesh Telecom shall take all reasonable precautions to secure intrusions by any third party to the Virtual Fax switch and to avoid any erroneous transmission to the Fax over IP user's 087 number, Mesh Telecom assumes no liability, responsibility or obligation should the Fax over IP user receive unsolicited faxes.
14. Mesh Telecom shall not provide or divulge the Fax over IP user's Virtual Fax number to any third party for purposes of spamming or for marketing purposes, without the Fax over IP user's consent.
15. Mesh Telecom shall, from time to time, be required to conduct maintenance and/or repairs to improve the service to the Fax over IP user. Mesh Telecom shall not always be able to notify the Fax over IP user of such maintenance and accordingly the Fax over IP user accepts that the service may be interrupted during these periods.
16. Mesh Telecom does not warrant the clarity of the fax (.tif/PDF) received by the Fax over IP user; it being acknowledged by the Fax over IP user that many factors external to Mesh Telecom's direct control can cause degradation to the fax quality.
17. Mesh Telecom does not warrant or represent that the Fax over IP user will receive a fax (.tif/PDF) within a specified time after the sending party has sent the fax. It is acknowledged by the Fax over IP user that the Internet delivery or third party gateways (ISP's) or intermediary servers could slow or inhibit the delivery of the fax.
18. The Fax over IP user acknowledges that the service operates via the Public Switched Telephone Network or GSM network (where applicable) and accordingly there is a possibility that the route being used by the user in sending a fax could be interrupted, distorted, contain a noise on the line, or any way whatsoever be interrupted which could cause the fax to be incomplete when received by the Virtual Fax platform. Mesh Telecom will automatically convert such fax to a .tif/PDF format and send such .tif/PDF to the designated email address in whatever form such fax is received. The Fax over IP user acknowledges that on receipt of such email, the fax, when viewed, can be distorted, incomplete or display an imperfect image. The Fax over IP user acknowledges that this is as a result of the PSTN or GSM network used in transmitting such fax.
19. The Fax over IP user accepts that there is a likelihood of a surge of fax calls which may occur at certain times throughout a 24-hour cycle and to the extent that surges materialise, an engaged tone would result and in such circumstances Mesh Telecom cannot be held responsible for Fax over IP users being unable to successfully submit a fax to a designated email address. The Fax over IP user would then be required to re-dial the number a few minutes later at which time an available port will be accessible.
20. The Fax over IP user hereby unconditionally and irrevocably indemnifies Mesh Telecom, including its employees, directors or any of its agents, distributors or independent contractors, against any claims of whatsoever nature which may be brought against Mesh Telecom, its employees, directors, agents, distributors or independent contractors by any person of whatsoever nature arising out of or connected with the provision of the Fax over IP 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 Mesh Telecom, its employees, directors, agents, distributors or independent contractors. In addition, the Fax over IP user hereby releases and discharges Mesh Telecom, 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 shall have any right of subrogation against Mesh Telecom, its employees, directors, agents, distributors or independent contractors.
21. It is a condition of use that a customer who has been allocated a Virtual Fax number shall ensure that the number is used in order to satisfy the Regulator (ICASA) that the number is not dormant. Mesh Telecom shall deem usage to mean an allocated number must receive at least one fax transmission over six months. Should a number so allocated not receive one fax in six months, Mesh Telecom reserves the right to cancel such number and withdraw the number from the customer and re-allocate the number to a new user.
22. Mesh Telecom shall, from time to time, send it's Fax over IP user's emails containing information about: updates, amendments to the Fax over IP service as well as new products or services developed by Mesh Telecom that the Fax over IP user might be interested in. The Fax over IP user will be provided the opportunity to unsubscribe to such email notifications.
23. Where a person applies for a Virtual Fax number (087) and where such person is employed at a company and uses the company's email address associated to their name, then such person by subscribing to the Virtual Fax number, confirms that they have received their employer's consent to subscribe to such Virtual Fax number. Such person also confirms that they have received their employer's consent to change the email address associated with the allocated fax number (087) either to another email address of the company or a different email address not associated with the company.
24. Should the Fax over IP user elect to register for the Virtual Fax user Administration Website, then the Fax over IP user is requested to select a unique password, which is associated to their Virtual Fax number. This password will enable the fax over IP user to amend or update any of their profiles contained in the Virtual Fax user Administration Website. The Fax over IP user must ensure that the password remains confidential at all material times and shall not provide the password to any person whatsoever, as this may prejudice the security of the system and the Fax over IP user's personal information. Should the Fax over IP user provide the password to any unauthorized persons other than themselves then in such event the Fax over IP user indemnifies and acknowledges that Mesh Telecom shall not be liable for any damages suffered by the Fax over IP user directly or indirectly.