

Customer Terms and Conditions

1. INTRODUCTION

1.1. Vox Telecom Limited ("**Vox**" OR "**The Supplier**") is South Africa's leading alternative Telecommunications Company and has over a decade's experience in the telecommunications (telco) sector. As a division of Vox Telecom, Vox and subsidiaries of Vox (collectively "**the Vox group**") sell voice and data products and services.

1.2. The following Customer Terms and Conditions ("**Terms and Conditions**" or "**agreement**") have been established for the clarity of transaction between Vox and The Customer. We encourage The Customer to read and understand the Terms and Conditions so The Customer is fully aware, not only of the obligations, but also for its rights as The Customer. Vox is committed to maintaining integrity of the business, its sales and marketing plan, and its distribution network of independent dealers. Vox reserves the right in its absolute discretion to waive wholly or partially or to pardon or forgive wholly or partially any breach of any of the following Terms and Conditions.

1.3. These Terms and Conditions pertain to all products and/or services purchased/ordered from Vox unless stated otherwise by the Vox.

1.3.1 The Terms and Conditions also govern the use of Pastel My Business Online and the Website referred to in detail in clause 24 and subsequent clauses thereafter.

1.4. Whilst the Terms and Conditions govern and clarify the transactions between The Customer and Vox as stated above, customers are encouraged to read and understand the information of each product on the Vox website www.vox.co.za. In particular, customers are requested to differentiate between long-term contracts and month-to-month transacted products/services. Vox endeavours to, in accordance with its ethos and culture, not institute long-term contracts/agreements owing to the nature of the ever changing Telco industry but certain products/services and in particular 3rd party products/services are unavoidable in this manner.

1.5. It is therefore assumed that The Customer on placing an order for any product understands the restrictions of that particular product.

2. INTERPRETATION

2.1. The Terms and conditions refer to the products and/or services as indicated on any official company forms, price lists, quotations, orders or invoices.

2.2. Products and/or services refer to the goods, equipment, products and/or services supplied or rendered by Vox to The Customer pursuant to any order placed by The Customer with Vox.

2.3. The Customer shall mean the person whose name appears on the application form, or in any other circumstances, any person or persons at whose request or on whose behalf The Supplier undertakes to supply any products, do any business, or provide any advice or service.

2.4. The Dealer or The Sponsor refers to the primary reseller of products and/or services of the Vox group.

2.5. Words importing any one gender shall include the other two genders.

2.6. The word "sale" could also mean ordered dependent on whether The Customer has purchased a product or is on a month-to-month basis with Vox as explained in clause 1.4.

3. QUOTED AND LISTED PRICES

3.1. The price of and rebates (where applicable) to the products and/or services sold/ordered or services rendered shall be the usual price as set out in the Vox pricelist, available on the Vox website (www.vox.co.za) at the time of the sale of the products and/or services.

3.2. Vox has the right to change the prices of and rebates applicable to the products and/or services.

3.3. The validity of any price or rebate quoted is subject to availability.

3.4. Any quote provided to The Customer by a registered Vox Dealer may be changed at any time in the event of any increase in the cost price of the products and/or services, including currency fluctuations.

3.5. Unless otherwise expressly stated, prices stated on the Vox website are inclusive of value-added tax (VAT), which shall be for the account of The Customer.

4. PAYMENT TERMS

4.1. INITIAL PURCHASES - The Customer may choose to pay via credit card or debit order unless stated otherwise in the purchase process payment option on the Vox website.

4.2. MONTHLY BILLING - The Customer shall pay the amount on the tax invoice and debit orders shall be instituted against The Customer for any products and/or services provided by The Supplier on the 1st working day of every month. All mandate requirements are satisfied upon acceptance by The Customer of the terms of this agreement. Payment is due monthly in advance and it should be noted:

4.2.1. hardware rental and services are billed in advance;

4.2.2. usage costs in arrears from the 26th to the 25th of the month;

4.2.3. 3G and ADSL out of bundle usage is billed 1 month in arrears;

4.2.4. voice packages are billed in advance and any additional usage over and above the package is billed in arrears; and

4.2.5. Owing to interconnect agreements, rebates are paid in 60 days in arrears.

4.3. The Customer will be deemed to have committed a breach of the Terms and Conditions if The Customer:

4.3.1. cancels such debit order without the written consent of Vox;

4.3.2. changes the banking details upon which the debit order relies, without giving Vox prior notification of such change and providing Vox with The Customer's new banking details.

4.4. DEBIT ORDER

4.4.1. The Customer authorises Vox to debit any bank account notified by The Customer on the Vox website (or otherwise in writing) for all amounts owed by The Customer to Vox in terms of the Terms and Conditions.

4.4.2. It shall be The Customer's responsibility to ensure that all bank account details so furnished are correct. Vox shall be entitled to rely on the bank details so provided by The Customer and shall have no obligation of any nature to verify the correctness or accuracy of any information so provided.

4.4.3. The Customer is advised to ensure that the password and member number provided to it by Vox upon its purchase of any of the products and/or services are kept strictly confidential. **Vox shall not be liable in any circumstances for any loss or damage suffered by The Customer as a consequence of its password or member number being accessed by anyone other than The Customer.**

4.5. Vox does not accept an EFT (Electronic Funds Transfer) as a means of payment.

4.6. No extension of payment terms of any nature will be granted unless reduced to writing and signed by The Customer and a duly authorised representative of Vox.

4.7. Vox shall have the right to suspend deliveries and to exercise its rights in terms of clause 18 if any amount due by The Customer is unpaid.

4.8. Unless The Customer notifies Vox in writing, the contents of the invoice shall be deemed to be correct.

4.9. In respect of Iburst and/or Vodacom 3G, Vox may at any time, without notice to The Customer and in any manner, suspend The Customer's access to the MDN Services in the event that:

4.9.1. Any modification, maintenance or remedial work is required to be undertaken pertaining in any manner, to the MDN Services or the Network. Vox will use its best effort to inform The Customer timorously, in the event of planned maintenance;

4.9.2. The Customer fails to perform any of his or her obligations, or breaches the Terms and Conditions (in which event Vox may also suspend The Customer's use of the Terminal Equipment);

4.9.3. Vox is unable to provide the MDN Services to The Customer at Vox's discretion for any reason.

4.10. Vox reserves the right to require The Customer to effect payment of any applicable reconnection charges pursuant to the restoration of the MDN Services suspended in the circumstances contemplated in clause 4.9.

4.11. In the event that The Customer's access to the Network is suspended, The Customer shall still be liable for the monthly service charges during any such period of suspension.

5. PLACING ORDERS/REGISTERING ON THE WEBSITE

5.1. The Customer confirms that the products and/or services on the tax invoice issued duly represent the products and/or services ordered by The Customer at the prices agreed to by The Customer and where performance/delivery has already taken place that the products and/or services were inspected and that The Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

5.2. The Customer is furthermore deemed, upon acceptance of the Terms and Conditions, to be fully acquainted with the provisions of all installation guides, user manuals and the like pertaining to the products and/or services.

5.3. In terms of physical couriered products, The Customer is entitled to a 10 day cooling-off period in which time The Customer may return the product. Should Vox collect the product, the refund owing is subject to a deduction of courier fees. The 10 day cooling-off period also pertains to services purchased/ordered by The Customer.

5.4 The Customer asserts that all information provided when registering on the Vox website is true and correct to the best of his / her knowledge.

6. DELIVERY

6.1. Subject to availability and receipt of payment, requests will be processed within 2 working/business days. Payments made via debit order can take up to 4 working days for processing.

6.2. Unless otherwise agreed, products and/or services shall be delivered to The Customer at the physical address provided by The Customer when registering on the Vox website.

6.3. The Customer shall be obliged to effect its own installation of all products except the Vox PBX. The installation of the Vox PBX shall be effected, at The Customer's cost (excluding any cabling or other work that may be required), by an accredited installer notified by Vox to The Customer, unless otherwise agreed in writing by Vox. All information pertaining to the PBX is stated on the Vox website.

6.4. To the extent that the products and/or services purchased/ordered by The Customer require installation by a third party, The Customer shall, at its own cost and expense, ensure that the installation area/s, electrical outlet/s, connection requirements and access way/s be suitable for the installation, passage and electrical connection of the products when they are delivered for installation and thereafter. If special lifting tackle or rigging operations are necessary for the installation of the products, all charges connected therewith shall be paid for by The Customer.

6.5. Vox accepts no responsibility in respect of or liability arising out of an installation by The Customer or a third party installer or the actions or omissions of The Customer or any third party installer.

6.6. When the delivery waybill is signed by The Customer and/or an authorised representative and/or a nominated agent and held by Vox, shall prima facie (rebuttable) proof be accepted by Vox that delivery was made to The Customer.

6.7. Vox shall be entitled to split the delivery of the products and/or services ordered in the quantities and on the dates it decides with the prior consent of The Customer, which consent shall not be unreasonably withheld.

6.8. Vox engages a third party on its behalf to transport any products and services purchased by The Customer.

6.9. Vox does not guarantee that the products and/or services will be dispatched or delivered on any particular date and time but agrees to a reasonable delivery time after entering into the agreement.

6.10. The Customer shall have no claim against Vox in respect of any loss occasioned by any reasonable delay in dispatch or delivery of any products and/or services.

6.11. Short deliveries or products and/or services damaged in transport must be reported to Vox head office within 24 hours of receipt.

6.12. Delivery costs shall be the responsibility of Vox unless the cancellation takes place within the cooling-off period where The Customer may be liable for the courier cost.

6.13. In respect of Iburst and/or 3G, Vox shall use its best effort to promptly comply with any supply and/or delivery and/or installation requirements recorded in the order but shall not be liable to The Customer in the event that such supply and/or delivery and/or installation is delayed or cancelled, for any reason.

6.14. Vox may in its discretion refer The Customer to a third party who may undertake the installation of the Terminal Equipment in its own name and own behalf and not as an agent of Vox.

6.15. The Customer shall be responsible for obtaining all necessary approvals and authorities imposed by any competent authority or body (this includes body corporates, provincial and local municipalities) and required for the purpose of any such supply and/delivery and/installation, **and The Customer indemnifies Vox against any claim or liability suffered by Vox by reason of such approval and authorities not having been obtained.**

6.16. All risk in and to the Terminal Equipment supplied and delivered by Vox to The Customer shall pass to the The Customer on delivery.

6.17. If any Terminal Equipment is lost, stolen or damaged, The Customer shall immediately notify Vox in writing and until such notification, The Customer shall remain liable for all costs and charges pertaining to such Terminal Equipment. Vox shall as soon as reasonably possible replace the Terminal Equipment. The cost of this replacement equipment shall be for The Customer's account. Such loss, theft or damage and/or the replacement of the Terminal Equipment and/or the allocation of a new mobile access number for any reason, shall in no way be deemed to constitute a termination of the agreement which shall continue to be in full force and effect.

6.18. The Customer warrants and undertakes in favour of Vox that The Customer:

6.18.1. shall not use nor allow the MDN Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption of the MDN Services;

6.18.2. shall only use the Terminal Equipment provided by Vox, and comply with relevant legislation and regulations imposed by any competent authority and all directives issued by Vox relating to the use of Terminal Equipment and the provision of MDN services;

6.18.3. recognises that no right, title or interest in the software contained in the Terminal Equipment issued to The Customer vests in The Customer;

6.18.4. shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any Terminal Equipment;

6.18.5. should The Customer exceed the monthly data allocations to The Customer's account, The Customer is entitled to purchase top-up data, however, Vox reserves its right to limit The Customer's top-up data.

6.19. In respect of Iburst and Vodacom 3G products, no activation of the product shall take place without the receipt by Vox of a copy of The Customer's Identification document and proof of residence. The RICA notification on the website must be consulted before a transaction or activation may take place.

6.19.1. Should The Customer not be a citizen of the Republic of South Africa, The Customer must provide a copy of his passport and/or refugee document and a proof of residence.

6.19.2. Should The Customer be registered as a business whether a Sole Proprietor, Company or Closed Corporation, or any other such entity, The Customer must provide a copy of identification of the authorised representative of that entity, letter of authority/affidavit confirming this representation of the entity, the entity registration detail as per the letter of registration founding documents and /or SARS document and the proof of address where the entity is situated. The RICA notification on the website must be consulted before a transaction or activation may take place.

6.19.3. Should The Customer be registered as a business whether a sole proprietor, company, or closed corporation or any other such entity, and the authorised representative of the entity is not a citizen of the Republic of South Africa, The Customer must provide a copy of identification of the

authorised representative of the entity, a letter of authority/affidavit confirming this representation of the entity, the entity registration detail as per the letter of registration, founding documents and /or SARS document and the proof of address where the entity is situated. The RICA notification on the website must be consulted before a transaction or activation may take place.

6.20. In terms of SIP accounts, Iburst, 3G, ADSL products where the line is transferred to Vox, and/or any other products where Vox deems it necessary, The Customer must provide Vox with a copy of their proof of identification of the transacting individual and proof of residence.

7. RIGHT OF USE

7.1. Vox grants the rights of use and enjoyment of the products and/or services to The Customer, who accepts such grant of use and enjoyment of the products, subject to the provisions of the Terms and Conditions.

8.2 RENTAL

8.1. The rental payable by The Customer to the Supplier for the use and enjoyment of the products shall be the amounts published by Vox.

8.2 LIABILITY AND INDEMNITY

8.2.1. The Customer indemnifies and holds Vox harmless from any and all loss, injury, damage, fines, penalties and claims from or connected with the products, the installation and commissioning of the products and/or services and/or the use or possession thereof and whether or not such claims are caused by any act or omission of The Customer or anyone else and the following clauses apply:

8.2.1.1. the use or possession of the products and/or services;

8.2.1.2. late commissioning of the products and/or services whether or not such late commissioning is occasioned by any fault and/or negligence on the part of The Supplier;

8.2.1.3. the incorrect use or installation of the product;

8.2.1.4. The Customer has not secured the SIP account on the device on which it has been installed and will be responsible for any and all calls made on this SIP account.

8.3 OWNERSHIP OF PRODUCTS

8.3.1. As stated in clause 1 of the Terms and Conditions, The Customer is requested to compare and choose between contracts for purchase and those for rental, which are expressly explained on the Vox website. It is expressly agreed that hardware products like the ADSL phone, the Vox PBX, the Supafone (excluding the R99 package), certain 3G and Iburst packages, shall at all times be and remain the sole and absolute property of Vox. At no stage during the period of service with Vox or thereafter will The Customer or any person on its behalf acquire ownership of the product. On termination/cancellation of the service with Vox, the products shall be returned to Vox at an address nominated by Vox in the same condition as existed at the commencement of the service, fair wear and tear excepted. Vox in the instance of termination/cancellation of this agreement will collect the equipment/product from The Customer.

8.3.2. In respect of Iburst/Vodacom 3G pertaining to the 24 month contract, the Supafone R99 (12 month package), once this initial period is concluded ownership of the Terminal Equipment will pass to The Customer.

8.4 RISK AND MAINTENANCE OF PRODUCTS

8.4.1. The Customer shall during the duration of this agreement maintain the products in a good state of repair, fair wear and tear excepted. The Customer shall make good at its own expense any damage caused to the products arising from any cause, including any damage arising from the negligence of The Customer or its employees or any other person under The Customer's control. The Customer shall ensure that all repair and maintenance services in respect of the products shall be rendered only by suitably qualified persons approved by the supplier of the products. The Customer shall be responsible for all costs and charges in respect of repairs and maintenance of the products.

8.4.2. The Customer shall not be entitled to any suspension, remission and/or withholding of any rental in respect of any period during which the products are not in proper working order or not working at all.

8.5 THE CUSTOMER'S OBLIGATIONS

8.5.1. The Customer shall not, without the prior written permission of Vox remove or allow the products to be removed from The Customer's premises.

8.5.2. The Customer shall -

8.5.2.1. use the products with care and subject to any instructions issued by Vox or manufacturer of the products, which instructions shall be deemed to have been issued by Vox;

8.5.2.2. keep the products free from the claim of third parties and from attachment, shall not alienate or transfer the products, encumber the products, either in part or as a whole, nor allow any lien to arise in respect of the products and should The Customer allow the products to become subject to any lien or attachment of any nature and The Supplier pay the amount due for the release of the products, then such amount shall constitute a debt owing to The Supplier by The Customer and shall become payable on demand;

8.5.2.3. keep the products dry, clean and free from dust, extreme temperature and harmful fumes;

8.5.2.4. permit Vox and/or its authorised agents to have access to and to inspect and/or maintain the products at all reasonable times;

8.5.2.5 immediately advise the owner or the landlord of The Customer's premises or any subsequent landlord and/or owner of any subsequent premises in writing of the fact that the products are the property of The Supplier and will remain such throughout the subsistence of this agreement and after this agreement terminates;

8.5.2.6 advise Vox in writing of the name and address of the owner or landlord of The Customer's premises and/or the name and address of any subsequent owner or landlord of the same or any other subsequent premises;

8.5.2.7 not interfere with or allow any interference with any identification which may be affixed to the products by Vox;

8.5.2.8 not use the products other than for the purposes of this agreement;

8.5.2.9 not, without the prior written consent of Vox, make any alteration to the products and all replacements and renewal parts and accessories and all additions and alterations to the products during the duration of this agreement, shall be deemed to form part of the products and shall accede to and become the property of The Supplier without compensation to The Customer;

8.5.2.10 keep the products in its own possession and control and shall not permit the products to be used by any unqualified operator or in any other manner contrary to the law or the terms and conditions of any insurance policy relating to the products where applicable;

8.5.2.11 advise Vox immediately of any loss of or damage to the products and shall, during the duration and/or upon termination of this agreement reimburse Vox for all costs and expenses incurred to put the products into good and proper order and repair, if the cause of loss or damage is caused by the negligence or wilful conduct of The Customer. The Customer undertakes to look after and care for the products in a proper, diligent and careful manner.

8.6 INSURANCE - The Customer shall be responsible for the insurance of the products at their full replacement value should the product be stolen or damaged without the possibility of repair and The Customer shall comply with all reasonable conditions imposed by The Customer's insurer or their agents with regards to the location and use of the products.

8.7 ALTERATION AND EXTENSION OF THE PRODUCT

8.7.1 Should The Customer or any competent authority determine, either before, during or after the installation of the products, that any alterations or additions are required to the products or to The Customer's premises to ensure the proper installation and functioning of the products, then such alterations or additions shall be carried out only by such technicians as may be approved by Vox, at The Customer's sole cost and expense. Such technicians shall be deemed to be the agents of The Customer in carrying out such alterations and additions and no liability of any nature shall

attach to Vox in respect of such alterations or additions or in the manner in which they are carried out.

8.8 UPGRADE OPTIONS

8.8.1. Unless the contrary is expressly recorded in the Terms and Conditions, The Customer shall have the right, subject to the provisions of the option contained in this paragraph, to upgrade the products/services or any part of the products/services during the currency of the service.

8.8.2. Without derogating from the generality of anything stated in this agreement, the parties expressly agree that the upgrade option may not be exercised unless:

8.8.2.1. The Customer will have complied with and can reasonably be expected to continue to comply with this agreement;

8.8.2.2. The Customer shall give Vox at least 30 calendar days' written notice of its intention to exercise this option.

8.9. EMERGENCY TELEPHONE CALLS - The Customer acknowledges and agrees that effecting emergency calls from the products and/or services supplied by Vox under this agreement may result in a delay in the response time of any such emergency service. The Customer is accordingly advised to use Telkom directly to place any such emergency calls as in no circumstances will Vox be liable for any delays encountered by The Customer should such calls have been placed using the Vox products and/or services nor for any direct or indirect damage or loss or injury suffered by The Customer as a consequence of any such delays.

9. TERMINATION OF THIS AGREEMENT

This agreement commences on the date of acceptance by The Customer of the Terms and Conditions and continues indefinitely and The Customer may cancel their services with Vox on expiration of the term of the service or during the terms of the service by providing Vox with 20 days notice. Vox is also entitled to terminate the service where there is material failure by providing The Customer with 20 days notice in which to rectify such failure.

10. CESSION AND ASSIGNMENT

10.1. Vox shall without notice to The Customer be entitled to cede, sell, pledge and/or assign all or any of Vox's rights under this agreement, and/or its right of ownership in the products and/or services without affecting the rights of The Customer if such cession, sale, pledge or hypothecation takes place.

10.2. The Customer shall thereupon:

10.2.1. Hold the products and/or services on behalf of, and in accordance with the instructions and directions of any such cessionary that lies in place of Vox;

10.2.2. If so required by any cessionary make all payments directly to such cessionary;

10.2.3. Unless the context otherwise indicates, any reference to Vox shall be deemed to include reference to its successor-in-title;

10.3. The Customer shall not be entitled cede its rights nor assign its obligations under the Terms and Conditions.

11. RETURNED PRODUCTS AND/OR SERVICES

11.1. The Customer may apply in writing to return any defective products and/or services to Vox at Vox's cost. Vox undertakes to replace such products and/or services with items of the same or similar specification, or repair to working order at The Customer's request.

11.2. Products and/or services will only be deemed "returned" by Vox when faxed or scanned and emailed proof of a signed waybill is received by Vox.

11.3. On termination of the services with Vox, Vox shall collect the products and/or services from The Customer in the same condition as existed at the commencement of the service, fair wear and tear excepted.

11.4. Should Vox not, despite having used reasonable effort, be able to collect the products and/or services within a reasonable period after the service termination or if the product is not accepted by Vox as being in reasonable condition fair wear and tear excepted, the full cost of the product and/or service and courier costs will be charged to The Customer.

12. LOSS OR DESTRUCTION OF PRODUCTS AND/OR SERVICES

12.1. In the event of the products and/or services being lost, stolen or, in the opinion of Vox damaged beyond economical repair, Vox reserves the right to terminate all services with The Customer. The Customer will be liable to pay all costs relating to the loss or destruction of the product.

12.1.1 In the event of the theft of a product and The Customer is on a month-to-month service with Vox, The Customer must provide Vox with a police case number for administrative purposes.

12.3. In the event of loss or destruction of the products and/or services, The Customer shall notify The Supplier within 1 business day of such loss or destruction.

13. WARRANTIES AND INDEMNITY

13.1. Products and/or services may be guaranteed under the manufacturer's product specific warranties only.

13.2. All guarantees are immediately unenforceable should any products and/or services be tampered with, or should the products and/or services be operated outside the manufacturer's or Vox's specifications.

13.3. In respect of the Supafone R99 package, should The Customer change packages to the Supafone R99 package, Vox shall provide a warranty on the product from the time of the upgrade and not from the initial purchase and at The Customer's request will use its best effort to repair or replace the product should it be damaged. The product must be accompanied by all accessories and manuals in place. Fair wear and tear excepted.

13.4. No warranties whether express or implied shall apply, other than those provided in the Terms and Conditions. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of Vox shall be considered to be a warranty by Vox.

13.5. In terms of Voice products Vox cannot in any manner guarantee or measure the quality of voice services provided over "public networks" where there is no direct IP (internet) connection to Vox. Loss of voice integrity and quality cannot be measured by means of MOS (Mean Opinion Score as a measurement of voice quality) or any other manner over networks not linked to Vox directly. Vox shall not be liable for any claims in regard to services offered whilst traversing "public networks".

14. GREY ROUTING

14.1 The Customer may not use the Vox account to route transit traffic from other networks to Vox Telecom. Failure to comply will constitute a material breach of the Terms and Conditions and if Vox suffers damages due to any interconnect bypass, charges will be levied against The Customer at the interconnect rate plus 10%.

15. ACCEPTABLE USE POLICY

15.1. Vox's infrastructure may be used only for lawful purposes. Customers may not violate any laws or applicable regulations of South Africa within the territory of South Africa. Should it occur that Customer resides outside South Africa then the laws of that country in which the customer resides will apply.

15.1.2. Transmission, distribution or storage of any material on or through the infrastructure in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

15.1.3. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc). This is strongly objected to by most Internet users and the repercussions against the offending party and Vox can often result in disruption of service to other users connected to Vox.

15.1.4. Maintaining of mailing lists by users of Vox is accepted only with the permission and

approval of the list members, and at the members' sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed.

15.1.5. Customers may not forward or propagate chain letters nor malicious e-mail.

15.1.6. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Users' mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

15.2. The Customer must be aware that where free bandwidth is offered on any particular ADSL product supplied by Vox, is done so strictly on the basis of one free bandwidth account per person per Telkom/landline/fixed line operator number.

15.3. The Customer acknowledges that Vox is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Vox is not responsible for the content of any messages or other information transmitted over its infrastructure.

15.4. Vox's infrastructure may be used to link into other networks worldwide and The Customer agrees to conform to the acceptable use policies of these networks.

15.5. The Customer may obtain and download any materials marked as available for download off the Internet but is not permitted to use its Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials.

15.6. The Customer is prohibited from obtaining and/or disseminating on-line any unlawful materials, including but not limited to stolen intellectual property, child pornography, and/or any unlawful hate-speech materials.

15.7. All references to systems and networks in this clause includes the Internet (and all those systems and/or networks to which The Customer is granted access through Vox) and includes but is not limited to the infrastructure of Vox itself. The Customer may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").

15.7.1 Violations of system or network security by The Customer are prohibited, and may result in civil or criminal liability. Vox will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of Vox.
- Unauthorised monitoring of data or traffic on the network or systems without express authorisation of Vox.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

15.8. Should Vox, upon receipt of a complaint or having become aware of an incident, Vox reserves the right to (any one or more of the measures below may be instituted against the offending party by Vox):

15.8.1. Inform the user's network administrator of the incident and require the network

administrator or network owner to deal with the incident according to this Acceptable Usage Policy.

15.8.2. In the case of individual users suspend the user's account and withdraw the user's

network access privileges completely.

15.8.3. Charge the offending parties for administrative costs as well as for machine and human time lost due to the incident.

15.8.4. In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means.

15.8.5. Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies.

16. GENERAL

16.1. Vox reserves the right in its sole discretion to change the Terms and Conditions, including without limitation, the prices of the products and/or services. Vox shall publish any such changes on the Vox website. Any use by The Customer of the products and/or services after any such change has been reflected on Vox's website shall be deemed to constitute acceptance by The Customer of such change. The Customer acknowledges and agrees that it is solely responsible for reviewing any such amendments on Vox's website and to make themselves aware of any such changes. For the avoidance of doubt, it shall not be a defence against any assertion that The Customer accepted the amendments to this agreement and/or the prices, that The Customer was not aware of such changes.

16.2. These Terms and Conditions, as amended from time to time, represents the entire Terms and Conditions between Vox and The Customer and shall govern all future relationships between Vox and The Customer.

16.3. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these Terms and Conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of Vox. No agreement, whether consensual or unilateral or bilateral, purporting or obligating Vox to sign a written agreement to amend, alter, change, delete, add or cancel these Terms and Conditions shall be of any force and effect unless reduced to writing and signed by a director of Vox.

16.4. No relaxation, lenience or extension of time which Vox may grant The Customer shall affect or be deemed to be a waiver or nullify any of Vox's rights in terms of these Terms and Conditions.

16.5. The Customer undertakes to notify Vox within 7 days of any change to any personal information as registered by The Customer on the Vox website.

16.6. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting the Terms and Conditions.

16.7. Each of the terms in this agreement shall be a separate and divisible terms and if any such term becomes unenforceable for any reason, then that term shall be severable and shall not affect the validity of the other terms.

16.8. The Customer undertakes to inform Vox in writing at least 14 days prior to the intended selling or alienating of the whole of or any part of The Customer business and failure to do so will be interpreted as a material breach of this agreement entitling Vox to terminate all services without further notice to The Customer.

16.9. The Terms and Conditions do not alter the statutory rights of the Customer.

17. FORCE MAJEURE (ACT OF GOD)

If Vox is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this agreement due to any reason and/or cause beyond the control of Vox or by reason of force majeure (an act of God), Vox shall be relieved of its obligations in terms of this agreement during such period.

18. BREACH

In the event of:

18.1. The Customer failing to settle any amounts owing in terms of this agreement on due date; or

18.2. any other breach by The Customer, should The Customer fail to remedy such breach within 48 hours after receipt of notice to that effect from Vox; or

18.3. The Customer repeatedly breaching this agreement in such manner that The Customer's conduct is inconsistent with the intention or ability of The Customer to carry out the Terms and Conditions; or

18.4. The Customer being sequestrated or placed under liquidation or entering into judicial management or committing an act of insolvency or entering into a compromise with its creditors or failing to satisfy a judgment granted against it within 7 days of the date of judgment or there being a change in the beneficial ownership of The Customer without the prior written approval of Vox, Vox shall be entitled without affecting its rights in law or in terms of the Terms and Conditions, immediately to cancel all services or to claim immediate specific performance of all of The Customer's obligations whether or not due for performance, in either event without affecting Vox's right to claim damages and to re-take possession of the products and/or services.

18.5. The Customer may also cancel where Vox materially breaches the agreement between The Customer and Vox.

19. LAW AND JURISDICTION

19.1. The Terms and Conditions shall be governed and interpreted under and in accordance with the laws of the Republic of South Africa

19.2. The Vox products and/or services are only available to citizens residing within South Africa.

19.3. Vox shall, at its option and despite that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the magistrate's court be entitled to institute action in such court.

19.4. A certificate issued and signed by any director, member or manager of Vox, whose authority need not be proved, in respect of any indebtedness of The Customer to Vox or in respect of any other fact, including the fact that such products and/or services were sold and delivered, shall be prima facie (rebuttable) proof of The Customer's indebtedness to Vox and prima facie (rebuttable) proof of delivery of the products and/or services in terms of this agreement.

19.5. The Customer's address as registered on the Vox website shall be recognised as The Customer's domicilium (address for notice) for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices that payment of any amount or communications of any nature.

19.6. In the event of The Customer breaching any of its obligations and/or failing to timorously make payment of any amount to Vox, The Customer agrees to pay, and shall be liable to pay, all legal costs incurred by Vox in enforcing its rights in terms of the Terms and Conditions on the attorney/own client scale including collection charges, tracing agent's fees and air fares.

19.7. Any document will be deemed duly received by The Customer within:

19.7.1. 3 working days of pre-paid registered mail to The Customer's domicilium address (address of notice);

19.7.2. on being delivered by hand to The Customer or any director, member of The Customer; or

19.7.3. 48 hours if sent by overnight courier to the address of notice of The Customer.

20. ARBITRATION

20.1. Vox and The Customer may agree to refer any dispute arising from or in connection with this agreement to arbitration which arbitration award shall be final and binding on The Customer and Vox.

20.2. The arbitrator will be a person agreed upon by the parties or failing agreement, appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of SA.

21. VOX WEBSITE

21.1. The website (<http://www.vox.co.za>) is run by Vox.

21.2. Credit card transactions will be acquired for Vox via PayGate (Pty) Ltd which is the approved payment gateway for Standard Bank of South Africa. PayGate use a strict form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

21.3. Customer details will be stored by Vox separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

21.4. The merchant outlet country, at the time of presenting payment options to the cardholder, is South Africa. Transaction Currency is South African Rand (ZAR).

21.5. Vox takes responsibility for all aspects relating to the transaction, including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

21.6. The Vox website is governed by the laws of South Africa.

22. DISCLOSURE OF PERSONAL INFORMATION

22.1. Vox shall take all reasonable steps to protect the personal information of users.

22.2. The Customer understands that the personal information provided by The Customer as registered on the Vox website or in terms of any order placed by The Customer with Vox may be used by Vox for the purposes of assessing credit worthiness.

22.3. Vox has The Customer's consent at all times to contact and request information from any persons, credit bureau or businesses or other person and to obtain any information relevant to The Customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, the length of time customer has dealt with each supplier, type of products and/or services purchased and manner and time of payment.

22.4. The Customer consents to and authorises Vox at all times to furnish credit information concerning The Customer's dealing with Vox to a credit bureau and to any third party seeking a trade reference regarding The Customer in his dealings with Vox.

23. VOX CONTACT DETAILS

23.1. Vox chooses as its domicilium citandi et executandi (place of notice) for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

23.1.1. Block B2, Rutherford Estate, 1 Scott Street, Waverley, South Africa.

23.2. The Vox contact details are as follows:

23.2.1. Email: help@voxtelcom.co.za;

23.2.2. Phone: 087 805 0000.

Pastel My Business Online

You should read all of this Agreement before ordering a subscription for Pastel My Business Online or using the Website. This Agreement is binding and come into force on your using of Pastel My Business Online or the Website for the first time, as by doing so you indicate your acceptance of this Agreement. If you do not agree to them you must stop using the Website or My Business Online as the case may be. We may at any time revise this Agreement without notice. You are responsible for reviewing these terms on each occasion that you revisit the site and if you continue to use our site after changes are made you are deemed to have accepted them. By accepting this Agreement you agree that: You are authorised to accept it on behalf of the business entity which you represent; This Agreement governs the use by your business of Pastel My Business Online and the Website; and You, and the business entity which you represent, will comply with all its terms. If you are an accountant or business partner authorised by Vox to order subscriptions for your clients and customers, you agree to inform them of this Agreement. If at any time you do not accept this Agreement, we do not permit you to use Pastel My Business Online or the Website. Parties This Agreement is between Vox Telecom Limited (Registration Number 1998/016433/06, VAT number 4100240516) whose registered office is at Block B, Rutherford Estate, 1 Scott Street, Waverley, Johannesburg ("Vox", "we" or "us") and you, the business entity or sole trader which on accepting this Agreement, will be registered to use Pastel My Business Online ("you"). Unless you are a sole trader, if you are registering to access and use Pastel My Business Online for the first time in the

capacity of an employee or contractor of a separate corporate entity, partnership or similar business entity, you must have the authority of that business entity to: (a) use Vox My Business Online and the Website for that entity's business and (b) accept this Agreement on behalf of that entity. In such circumstances you confirm and warrant to Vox that you are authorised in this way. If you are unsure about this, you must confirm that you have such authority with an appropriately senior manager or director or partner (or equivalent), or that this Agreement has already been accepted. This Agreement is made in consideration of the obligations entered into (including for you to pay charges and Pastel to permit you to use Pastel My Business Online) and the rights granted by each of the parties. You and Vox agree as follows:

24. Definitions In this Agreement, references to a "person" include an individual, sole trader, partnership, body corporate, an unincorporated association of persons and any other legal entity; technical expressions shall have the relevant meaning commonly attributed to them in the computer software business sector in South Africa.; the use of the word "including" and similar expressions will be construed as illustrative and not exhaustive; and, in addition to the terms defined elsewhere in this Agreement, the following capitalised words shall have the following meanings:

24.1. "Affiliate" means, in relation to a legal entity, any person which Controls that entity, is under that entity's Control or is Controlled by the same person which Controls that entity, where "Control" means possessing, directly or indirectly, the ability to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, and "Controlled" shall have a corresponding meaning;

24.2. "Access Fee" means the fees payable by you in accordance with the fee schedule set out on our Website or Pastel My Business Online as the case may be (which Pastel may change from time to time).

24.3. "Business Partner" means a business, independent of Pastel, which is an authorised provider of Pastel My Business Online;

24.4. "Company Data" means any financial data inputted by you into Pastel My Business Online;

24.5. "Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including on Pastel My Business Online and the Website but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.

24.6. "Contractors" means any third party/ies appointed by Vox to perform our obligations on our behalf in respect of this Agreement

24.7. "End User" means any individual permitted by you to use Pastel My Business Online or the Website;

24.8. "Intellectual Property Right" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

24.9. "page" means a web site page of Pastel My Business Online or the Website, unless specified otherwise.

24.10. "Pastel My Business Online" means our accounting and business software accessed through the Website <https://vox.pastelmybusiness.co.za/>

24.11. "User Details" means the contact, personal and similar information of the End User "

24.12. "Website" means the current web site pages relating to Pastel My Business Online at <https://vox.pastelmybusiness.co.za/>, permitting the remote access and use of Pastel My Business Online.

25. Subscription and Use of Pastel My Business Online

25.1. Pastel My Business Online and the Website are only intended for business use. You warrant that you will only use Pastel My Business Online and the Website for business purposes.

25.2. We may require you to register before we supply any services via this Website. When you register, you agree to provide, true, accurate, up to date and complete User Details as required by the relevant registration made available to you via this Website.

25.3. You can purchase the ability to access and use Pastel My Business Online by following the relevant" process on Our Website. Should you subscribe to use Pastel My Business Online (whether prior to or after the expiry of the free trial period) you shall be bound for the full duration of the subscription period selected.

25.4. We will not keep a separate record of the contract relating to your specific subscription for Pastel My Business Online, so it will not be available from us. We therefore strongly recommend you print a copy of this Agreement, both before and after you submit your payment details,

25.5. Vox grants you the right to access and use Pastel My Business Online with the user roles according to your subscription type. This right is non-exclusive and non-transferable and limited by this Agreement.

25.6. For so long as you pay the applicable charges, you may permit the agreed number of End Users to access and use the relevant subscription for Pastel My Business Online. You agree to ensure that those End Users comply with this Agreement. Those End Users must only use the relevant subscription for Pastel My Business Online as follows for their own (or their employer's) accounting and finance and related purposes;

25.6.1. as permitted by and subject to the terms of this Agreement

25.6.2. in the course of their (or their employer's) own business; and

25.6.3. with their own (or their employer's) Company Data only.

25.7. From time to time you may change the identity of the individuals who are End Users. We reserve the right to limit the number of times, or the frequency with which, you can do this. We may consult with you before exercising this right.

25.8. If an End User is not the employee of a subscriber for Pastel My Business Online, that subscriber must ensure that such End User (a) complies with this agreement and (b) uses the relevant data in Pastel My Business Online in accordance with that subscriber's instructions.

26. Obligations

26.1. You agree to:

26.1.1. ensure that your User Details and other information given in relation to your use of Pastel My Business Online and the Website are true and accurate;

26.1.2. use Pastel My Business Online and the Website for your own lawful internal business purposes, in accordance with this agreement and any notice sent by Vox or condition posted on the Website;

26.1.3. comply with your contractual obligations to your Business Partner, if you have one;

26.1.4. notify us if at any time you become aware of any unauthorised use of the user names and/or passwords of your End Users, or any other security issue with Pastel My Business Online and the Website, and to co-operate with Partner to the extent reasonably necessary to rectify that situation;

26.1.5. ensure that the End Users who access Pastel My Business Online on your account comply with the terms of this Agreement;

26.1.6. only store the maximum amount of data, if any, as may be described from time to time on Pastel My Business Online or on the Website. If at any time you exceed the amount of any specified limit, for so long as you do so, Vox may charge you at its then standard rates for additional storage.

26.2. Except as expressly permitted by another clause of this Agreement or by separate arrangement with us, you agree not to and agree to ensure that no End Users:

26.2.1. permit any other person, directly or indirectly, to access, use or otherwise exploit the right and ability to use Pastel My Business Online in any way, including by permitting Pastel My Business Online to be either (a) re-sold, distributed, sublicensed, loaned or provided to others in a similar way; or (b) used as a hosted, bureau, outsourcing, or similar service;

26.2.2. use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of Pastel My Business Online or the Website for incorporation into or the development of any software or other product or technology.

26.3. For the avoidance of doubt, this does not restrict accountants from making Pastel My Business Online available to their clients.

26.4. You will ensure that all usernames and passwords required to access the Pastel My Business Online and the Website are kept secure and confidential. You will immediately notify Vox of any unauthorised use of your passwords or any other breach of security. In such instances it shall be your obligation to immediately reset your password and to maintain security.

26.5. When accessing and using the My Business Online or the Website, you must:

26.5.1. not attempt to undermine the security or integrity of Vox's computing systems or networks or, where Pastel My Business Online or the Website is hosted by a third party, that third party's computing systems and networks;

26.5.2. not use, or misuse, My Business Online or the Website in any way which may impair the functionality of My Business Online or Website, or impair the ability of any other user to use My Business Online or Website;

26.5.3. not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the My Business Online or Website is hosted;

26.5.4. not transmit, or input into My Business Online, any files that may damage any other person's computing devices or software, content that may be offensive, or material or User Details or Company information in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use); and

26.5.5. not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer My Business Online or the Website except as is strictly necessary to use either of them for normal operation;

26.6. It is deemed good practice to regularly reset your Password to maintain data security.

26.7. Vox's obligations shall be to provide you with access to Pastel My Business Online, including technical support by email as described on the Website.

30. Payment of charges

30.1. Payment shall be made in accordance with the payment section on the Website.

30.2. Under no circumstances

30.3. If you pay your subscription charges to an entity separate from Vox (e.g. if you obtained access via an accountant or Business Partner), you agree to nonetheless remain to be bound by the terms of this Agreement.

31. Collection, usage, storage and treatment of Company Data and User Information

31.1. We collect, and you supply to us, Company Data and User Details as we request from you via the Website and Pastel My Business Online, and such other information as we may from time to time reasonably request. You warrant that this information is true and accurate.

31.2. You agree to our use, storage and disclosure of information, Company Data and User Details

31.2.1. We will use your User Details, for performing our rights and obligations in this Agreement and for performing our legal obligations. We may also use it to contact you, via your relevant or nominated personnel, about our other relevant products and services, to conduct research about our customers and to track and record the manner in which you and your End Users use Pastel My Business Online and the Website. That contact may be made via our Contractors or Affiliates. You acknowledge that there is certain information that we must use in order to be able to provide the Pastel My Business Online, including names, email addresses and passwords of your End Users. If for any reason we are not permitted to use such information, we may not be able to perform our obligations in this Agreement. You acknowledge that in such circumstances you will still be obliged to pay our charges.

31.2.2. We will only use your Company Data stored via Pastel My Business Online or the Website to the extent necessary for us to provide Pastel My Business Online for the performing our rights and obligations in this Agreement and for performing our legal obligations. We acknowledge that your Company Data is your proprietary and confidential data and that under no circumstances may we exploit that data for our own purposes not specifically relating to providing you Pastel My Business Online.

31.2.3. The information which you submit and store via Pastel My Business Online may be stored on Vox's computer servers which servers may be controlled, hosted and managed by our Affiliate or Contractors.

31.2.4. We will disclose your User Details and other relevant information (including User Details of your End Users, if necessary) to our Affiliates and Contractors who assist us (and our Affiliates) to provide Pastel My Business Online and the Website.

31.2.5. You agree to bring this Agreement to the attention of your End Users, to help ensure that they understand and consent to our use of their information, including User Details. This is so that we may provide Pastel My Business Online to them on your behalf.

31.3. The provisions of this agreement shall not apply to any information which:

31.3.1.1. is or becomes public knowledge other than by a breach of this clause;

31.3.1.2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

31.3.1.3. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

31.3.1.4. is independently developed or received without access to the End User.

32. Intellectual Property Rights

32.1. Title to, and all Intellectual Property Rights in Pastel My Business Online and the Website the design and content of Pastel My Business Online and the Website and any documentation relating thereto remain the property of Vox. All rights are reserved. The exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of the Intellectual Property Rights by any means and in any form, in whole or in part, and to make the Intellectual Property Rights available to the public, and to distribute any copyright protected material in Pastel My Business Online and the Website site shall remain with Vox. You agree not to copy, adapt, alter or create any derivative work from any material on Pastel My Business Online or the Website, or to restrict or inhibit the use or enjoyment thereof by anyone.

32.2. You may not use the Intellectual Property Rights and any third party trademarks that appear on My Business Online or the Website, other than as permitted by express written license from Vox or by law. In particular, but without limitation, you may not use the marks as meta-tags nor may you sponsor them in search engines. All goodwill in your legitimate use of the marks shall accrue to Vox. Please notify us immediately if you become aware of any infringement of the Intellectual Property Rights

32.3. The services comprising Pastel My Business Online and the Website are protected by law and international treaty.

32.4. Pastel My Business Online and the Website may incorporate technical and other protective measures designed to prevent unauthorised and/or illegal use of Pastel My Business Online. You agree to the incorporation of any such measures in Pastel My Business Online.

32.5. If in our reasonable opinion Pastel My Business Online or the Website are likely to become or do become the subject of a claim of infringement of a third party's intellectual property rights, we may elect to either:

32.6. obtain the right for you to continue using Pastel My Business Online or the Website as permitted under this Agreement; or

32.7. modify or replace the infringing part of Pastel My Business Online or the Website so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of Pastel My Business Online or the Website.

32.8. You must:

32.9. promptly notify us of any claim or threatened claim concerning your use of Pastel My Business Online or the Website;

32.9.1. not independently defend or respond to such claim or threatened claim; and

32.9.2. co-operate with us in the defence of any such claim or threatened claim, subject to our payment of your third party costs incurred in providing such cooperation.

32.10. This clause 7 states your exclusive remedy in connection with any claim or threatened claim in relation to the intellectual property rights of a third party.

33. Disclaimers and Liabilities

33.1. Subject to clauses 32 and 33.2.2, we will use reasonable endeavours to ensure that Pastel My Business Online will give the functionality and levels of service as described on the Website, when used in accordance with it.

33.2. We do not warrant that Pastel My Business Online or the Website will be continuously available, or that your use of the site will be uninterrupted or error-free, or that the Website, Pastel My Business Online and server will be free from attack.

33.3. While we will take steps to ensure that all information we provide on Pastel My Business Online and the Website is correct and complete at the time of the last update to the relevant page, we do not warrant it will be correct and complete.

33.4. To the maximum extent permitted by law, the undertakings in this clause 8. are exclusive and instead of all other terms, warranties, representations, undertakings and conditions, express or implied, statutory or otherwise, relating to our provision of Pastel My Business Online and the Website . We shall not be liable for and shall be excused from any failure to perform our obligations in this Agreement due to causes beyond our reasonable control. The undertakings shall not apply to any warranty non-compliance which does not have a material effect on functionality and/or levels of service, nor shall it apply to the extent that any non-compliance arose or was exacerbated by any:

33.4.1. use of Pastel My Business Online or the Website other than in accordance with this Agreement; or

33.4.2. circumstances beyond our control, including any interruption to or failure of any website, computer, telecommunications services and/or electric service not provided by us, including the Internet.

33.4.3. If you believe our provision of the Pastel My Business Online or the Website do not conform with the undertakings above, you should notify us.

33.4.4. These are your sole and exclusive remedies in the event of a breach of the undertakings in this Agreement.

33.4.5. We do not warrant that: (a) Pastel My Business Online or the Website will meet your requirements; (b) their operation will be uninterrupted, or error or bug free; (c) their results of use will be correct, accurate or reliable; or (d) any defects in the Pastel My Business Online or the Website can or will be corrected.

33.4.6. You acknowledge that, no oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the above undertakings.

33.4.7. We, any Affiliate or Contractor will in not an any circumstances be liable for:

33.4.7.1. lost income, lost profits or lost business, wasted time, anticipated savings, lost goodwill, third party costs and charges, or any business interruption, in each case whether caused directly or indirectly; or

33.4.7.2. any circumstances arising out of or in connection with the Internet, any third party or your telecommunication service, third party or your computer system, and/or associated or supporting

systems not provided by us and used by you to use or otherwise access Pastel My Business Online or the Website;

33.4.7.3. any indirect, consequential, incidental or special damage, however caused and whether arising under contract, delict including negligence, statute or otherwise, even if we knew or ought to have known of such potential liability.

33.4.8. Our (and any Affiliate's and Contractor's) total liability shall not exceed the greater of the amount of charges actually paid by you to use Pastel My Business Online or the Website in the year prior to the date the circumstances causing such liability first arose. The limitation of liability in this clause 8 has been calculated to be proportionate to the charges paid by you to use Pastel My Business Online and takes into account the fact that it is not within our control how and for what purposes you use Pastel My Business Online.

33.4.9. You agree to indemnify us and keep us indemnified against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of data, loss of business, depletion of goodwill and loss similar to all the preceding types of loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which we incur or suffer arising out of or in any way connected with any breach by you of clauses 27.1, 27.6 and 28.

34. Termination

34.1. This Agreement (including your right to use Pastel My Business Online) will automatically and immediately terminate if you are unable to pay your debts or you become insolvent, bankrupt or cease to trade or exist, or an order is made or a resolution passed for your liquidation, administration, winding-up or dissolution, or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets, or you enter into or propose any composition or arrangement with your creditors generally, or any person seeks a moratorium in respect of you or commit an act of insolvency under the Insolvency Act No 24 of 1936, or similar circumstances occur to you in any jurisdiction.

34.2. We may terminate this Agreement at any time by written notice, effective immediately, if you:

34.2.1. materially breach any term of this Agreement and either that breach is incapable of remedy or you have not remedied that breach within 7 (seven) days after receiving written notice requiring you to remedy it; or

34.2.2. fail to pay when due any charges payable to us or stop paying to use Pastel My Business Online.

34.3. Upon termination of this Agreement however caused, we will stop your ability to access Pastel My Business Online, so that you will no longer be able to access and use Pastel My Business Online. You acknowledge that you may no longer be able to access your Company Data via Pastel My Business Online from this time.

34.4. Except in the circumstances described in clauses 32.1 to 32.3, if this Agreement is terminated and you notify us at the time of notice of termination that you require a copy of your Company Data, we may provide you with a copy of your Company Data. If we terminate this Agreement in accordance with clause 33.1 or 33.2 we may irretrievably delete your Company Data from the effective date of termination.

34.5. You acknowledge that if you ask us to give you a copy of your Company Data after the date of termination of this Agreement, that (a) it is possible that we may have deleted your Company Data, so not be able to provide it to you; and (b) we may charge you for providing the service of recovering, copying and sending your Company Data to you; and (c) If your account remains in arrears for 90 (ninety) days we may delete your Company Data

33.6. Any termination of this Agreement will not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force, or the continuance in force, of any provision of this

Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

35. Communication Tools and Conditions

35.1. Your communication with us must be by email in accordance with the appropriate email address contained on the Website.

35.2. Our communication with you must be via those details given when you signed up to provide the Pastel My Business Online (or any new details which you subsequently notify to us). All formal notices given under this Agreement shall be in writing. Communication of formal notices under this Agreement addressed specifically to either of us will be effective on actual receipt by the intended recipient.

35.3. As a condition of this Agreement, if you use any communication tools available through the Website (such as any forum, chat room or message centre), you agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Website including (but not limited to): offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use).

35.4. When you make any communication on the Website, you represent that you own the content of the communication. Vox is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Website or Pastel My Business Online. As with any other web-based forum, you must exercise caution when using the communication tools available on the Website. However, Vox does reserve the right to remove any communication at any time in its sole discretion.

36. Cookies

36.1. "Cookies" are small files placed on your hard drive that assist us in providing our services. We use cookies to allow you to enter your password less frequently during a session, and we use data collection devices including cookies, on certain pages of the Website and Pastel My Business Online to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety, to offer certain features that are only available through the use of a cookie and to allow us to provide information that is targeted to your interests. You hereby authorize us to use cookies.

37. Links

37.1. Links to the Website are permitted, subject to first obtaining our prior written consent although we reserve the right to withdraw such consent at any time. Links must only be made to the home page of this Website and you are not entitled (nor shall you assist others) to set up links from your own website to the Website by deep-linking, framing or otherwise, without our prior written consent. Such consent may be withheld at our absolute discretion, and without the need to provide a reason

37.2. The Website may include links that allow you to leave the Website and visit third party sites. We have no control over and are not responsible for the content, use by you or availability of those third party websites, for any products or services you buy through those sites or for the treatment of any personal information you provide to the third party. The products, services and websites of third party providers made available via this website may be owned and operated by independent suppliers. While we may co-brand these products or services with our own, we do not endorse those products or services or warrant the accuracy or reliability of any information provided to you by such third parties. In particular, we do not warrant or guarantee that you will be satisfied with the products and/or services supplied by third parties and you should make whatever enquiries you feel are necessary before proceeding with any such transactions.

38. Acceptable use of Pastel My Business Online and the Website

38.1. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Pastel My Business Online and the Website. In general, we will not tolerate any use of Pastel My Business Online and the Website which damages or is likely to damage our reputation, the availability or integrity of Pastel My Business Online and the Website or which causes us or threatens to cause us to incur any legal, tax or regulatory liability

38.2. We therefore require you to treat our Website and Pastel My Business Online with respect, and not to use same for any illegal purpose, or in such a way as to infringe or breach other's rights or to cause or threaten to cause us damage. We require you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through the Website

38.3. We reserve the right to suspend the use of Pastel My Business Online and the Website and generally or block your access to any part thereof and/or to suspend or terminate your rights to use same or any part of it if we suspect misuse. We shall then report any misuse of Pastel My Business Online and the Website to the relevant enforcement or other authorities and to our advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse.

39. General Terms

39.1. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid and enforceable.

39.2. No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver of that failure or delay, nor shall any single or partial exercise of the same or other rights or remedies prevent any further or other exercise of the same or other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be constructed as a waiver of those rights or remedies with respect to any other circumstances.

39.3. This Agreement constitutes the entire agreement between you and us with respect to your access and use of Pastel My Business Online and the Website, and supersedes all documentation, information and other communications (in each case whether spoken or written) between the parties with respect to such access and use. You acknowledge that in entering into this Agreement you have not relied on any documentation, information, representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by us or on our behalf before the date you accepted this Agreement. You waive all rights and remedies which, but for this clause might otherwise be available to you in respect of any such representation, warranty, collateral contract or other assurance.

39.4. It is likely the terms of use will change over time. Vox reserves the right to change these terms at any time, effective upon the posting of modified terms on the Website. It is your obligation to ensure that you have read, understood and agree to the most recent terms available on the Website. You will indicate your acceptance of the modified terms by continuing to use Pastel My Business Online. If you do not accept such modified terms, you should contact us in accordance with this Agreement to discuss your concerns

39.5. We do not recommend or endorse any other entity, including any third parties who make Pastel My Business Online available to you - if you wish to engage with such an organisation, you should investigate its experience, skills and qualifications. No third party is appointed or authorised by us as our servant or agent, nor has any authority, either express or implied, to amend this Agreement, or to enter into any contract, provide any representation, warranty or guarantee with or

to you on our behalf, or otherwise make commitments for us in any way whatsoever. , You agree that we will not be responsible for any act or omission of any third party including any services provided by it in relation to the Pastel My Business Online, including any administration of it.

39.6. This Agreement is subject to and shall be interpreted in accordance with the laws of South Africa and the parties submit to the exclusive jurisdiction of the courts of South Africa.

39.7. A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.