

Hosted Exchange



THESE PRODUCT SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. Interpretation

Capitalised words not defined herein shall have the meaning assigned to it in the General Terms and Conditions.

- 1.1. **Hosted Exchange** means the basic hosted exchange package subscribed to by Customer which provides Customer with the Outlook Web Access functionality, POP and SMTP access;
- 1.2. **Customer Devices** means any equipment and/or hardware used by Customer to access the Hosted Exchange Service;
- 1.3. **Domain Name** means the domain name that is the subject of the Domain Service, as selected by Customer on the Application Form;
- 1.4. **Exchange Environment** means the environment within which multiple mail servers forming part of the Vox Hosted Exchange are hosted;
- 1.5. **Hosted Exchange Service** means the Services rendered by Vox to Customer in accordance with Customer's selections as indicated by Customer in the Application Form under such heading or description, which Service comprises of (i) the Hosted Exchange Packages selected by Customer in the Application Form; (ii) Mailbox; and (iii) the Shared Space to enable Customer to share his/her/its Mailbox;
- 1.6. **Hosted Exchange Packages** means any one or combination of the Professional or Enterprise options;
- 1.7. **Mimecast Service** means the provision of Software as a service-based, unified, enterprise email security services powered by Mimecast;
- 1.8. **Mimecast Terms** means the terms applicable to the provision of the Mimecast Service;
- 1.9. **Microsoft** means Microsoft Ireland Incorporated;
- 1.10. **Mobility** means the ability by Customer to access the Hosted Exchange anywhere at any time through use of a compatible Customer Device limited for these purposes to mobile devices;
- 1.11. **Outlook** (depending on the Hosted Exchange Package selected by Customer in the Application Form), means a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which: (i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing; and (ii) shall be hosted by Vox in the Exchanged Environment;
- 1.12. **Outlook Web Access** (depending on the Hosted Exchange Package selected by Customer in the Application Form), means a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which: (i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing; (ii) shall be hosted by Vox (or its suppliers on behalf of Vox) in the Exchange Environment; and (iii) will be accessed by Customer via any general web browser application;
- 1.13. **Permitted Users** means the number of Customer users using the Mimecast Service, and further defined as individual people possessing one or more email addresses under the Customer's domain names and employed by or under the Customer's control.
- 1.14. **Shared Space** means the shared outlook space allocated to Customer within the Exchange Environment by Vox (or its suppliers on behalf of Vox) for the hosting of Customer's Mailbox, which space may be increased by Customer from time to time in writing via Vox's sales division and/or online via the Vox Portal.

2. Service Description and Product Rules

- 2.1. **Hosted Exchange** is a version of Microsoft Exchange Server that is delivered and accessed from a remote server or through a cloud service provider. Hosted Exchange is available in the following options (per mailbox):
 - 2.1.1. Professional – Hosted Exchange mailbox with security powered by Mimecast, including data leak protection and secure email gateway; or
 - 2.1.2. Enterprise – Hosted Exchange mailbox with security and archiving powered by Mimecast, including data leak protection and secure email gateway; and
 - 2.1.3. Targeted Threat Protection powered by Mimecast can be added to either package as an add on service.
- 2.2. You may only have 1 package type per agreement and any subsequent domains or users added to that agreement will fall under the existing package selected.
- 2.3. If another package type is required a new agreement is required
- 2.4. Mimecast archiving is activated on a global level to all users under the company whereby the Enterprise package is selected, it cannot be allocated to individual mailboxes.

3. Payment

- 3.1. Customer shall pay Vox the Charges set out in the Subscriber Agreement in accordance with the provisions set out in the General Terms and Conditions.
- 3.2. The Charges are affected by the Rand and Dollar exchange and as such, Vox will be entitled to adjust the service fees at any time should there be a change in the Rand and Dollar exchange.
- 3.3. Vox will invoice the Customer with the applicable service fees on a monthly basis.
- 3.4. Vox will raise an invoice for the quantity of mailboxes provisioned on the platform as at the 25th of each month, if identified customer is de-provisioning mailboxes prior to bill run and re-provisioning Vox will bill as per last count of mailboxes.
- 3.5. Billing is not pro-rata and will commence on activation of first mailbox.
- 3.6. Billing is in monthly in advance.
- 3.7. Should client remove all mailboxes without providing 30 days' notice of cancellation Vox will continue billing as per last quantity of mailboxes on the platform.

4. Undertakings and disclaimers

- 4.1. Vox undertakes that it shall use its best efforts to ensure that the Hosted Exchange Environment is available, accurate, complete, correct, error-free, secure and up-to-date. However, Vox does not warrant, represent or in any way guarantee, either expressly or by implication that the Hosted Exchange Environment is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. Vox furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Accordingly, the Hosted Exchange Service accordingly is provided "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.2. Vox is not responsible for any loss or corruption of any data, or any damages flowing therefrom, as a result of any devices, software client's or any other hardware or software being connected to the Hosted Exchange Service.
- 4.3. The following circumstances and events may impact upon its use of the Hosted Exchange and these circumstances and/or events are not a closed list but serve as examples of factors beyond Vox's control:
 - 4.3.1. use of the Hosted Exchange by third parties;
 - 4.3.2. limitations upon national and/or international bandwidth capacity outside of the Vox Network;
 - 4.3.3. third party telecommunication service operator failures;
 - 4.3.4. telecommunication links failures;
 - 4.3.5. mobile service operator failures;
 - 4.3.6. operating systems;
 - 4.3.7. third-party access technology failures;
 - 4.3.8. any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on the Hosted Exchange.

5. Activation and use of Hosted Exchange Services

- 5.1. Vox will with effect from the Activation Date:
 - 5.1.1. provide Customer with the Shared Outlook Space in the Hosted Environment in accordance with Customer's choices as set out in the Subscriber Agreement or selected in the Vox Portal;
 - 5.1.2. host Customer's Mailbox in the Exchange Environment;
 - 5.1.3. provide Customer with the information in order to enable Customer to provision and set up his/her/its own mailboxes;
- 5.2. Customer shall be responsible for setting up the Customer Devices used to access and use the Hosted Exchange Service and to ensure that the applications contained in such Customer Devices are compatible with the Hosted Exchange and remain up-to-date.
- 5.3. Customer is allowed by these Product Terms to:
 - 5.3.1. incorporate all the Hosted Exchange Packages and Mailboxes under one Domain Name; and
 - 5.3.2. have multiple Domain Name associated to the use of the Hosted Exchange Service and Mailbox Services.
 - 5.3.3. **Domains under same company can only have the existing package selected, if another package is required they will be required to sign up a new company under that package.**



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- 5.3.4. **Customer is required to notify Vox of any new domains added to ensure Mimecast is activated on that domain.**
- 5.4. On a monthly basis Vox will provide Customer with a report that will specify the following:
 - 5.4.1. the Hosted Exchange Packages Customer has subscribed for;
 - 5.4.2. the number of mailbox/es and the sizes thereof under Customer's Domain Name including multiple Domain Names belonging to Customer; and
- 5.5. Internet connectivity is required to access and use the Hosted Exchange and Outlook.
- 5.6. Where Vox does not provide Internet access to the Customer or any person making use of the Hosted Exchange Service, it is the Customer's, or the person making use of the Customer's Hosted Exchange Service responsibility to ensure the availability and quality of his/her/its Internet connectivity with his/her/its Internet services provider.
- 5.7. Customer shall for the duration of the Agreement remain responsible for ensuring that the network infrastructure and the Customer Devices used to access the Hosted Exchange Service are free and/or protected from any destructive codes, malware, Trojans, viruses or similar destructive codes.
- 5.8. Customer shall be responsible for the management of its mailbox within the Exchange Environment.
- 5.9. Customer shall not:
 - 5.9.1. be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence or sub-licence Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence Hosted Exchange without Vox's written approval; and
 - 5.9.2. directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence, sub-licence Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence Hosted Exchange without Vox's written approval.
 - 5.9.3. circumvent any component and/or process of the Hosted Exchange or cause it to be done in any manner whatsoever;
 - 5.9.4. use and/or access Hosted Exchange or cause it to be used and/or accessed in any manner whatsoever by any third party not authorised by Vox in terms of these Product Terms;
 - 5.9.5. permit any third party to benefit from the use and/or functionality of the Hosted Exchange via timesharing, service bureau or any other arrangement.

6. Mimecast Terms

The Customer undertakes to use the Mimecast Services solely for their own internal business purposes and for processing its own data and that Customer shall not license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Mimecast Services available to any third party as a part of a service bureau arrangement or otherwise.