

WEBSITE TERMS AND CONDITIONS OF USE

Website Terms and Conditions of Use

These Terms and Conditions (“the Terms and Conditions”) regulate your (“the User”) use of the FoneWorx website located at the domain name www.foneworx.co.za (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website.

Updating of these Terms and Conditions

FoneWorx reserves the right to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the Users obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by these Terms and Conditions, including such changes or update.

FoneWorx details

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act (“ECTA”), Act no 25 of 2005, FoneWorx makes the following information available to consumers:

FoneWorx (Pty) Ltd is a private limited company duly registered and existing under the laws of South Africa registration number 1997/014426/07 VAT registration number 4720163122 with its physical address at FoneWorx House Cnr Bram Fischer Drive and Will Scarlet Road Randburg 2194. FoneWorx’s place of registration is FoneWorx House Cnr Bram Fischer Drive and Will Scarlet Road Randburg 2194 and FoneWorx will accept legal service at FoneWorx House Cnr Bram Fischer Drive and Will Scarlet Road Randburg 2194

a) The directors of FoneWorx are:

Executive

Mark Allan Smith - C.E.O

Pieter Scholtz – Financial Director
Graham Groenewaldt

Non-Executive
Ashvin Mancha
Gaurang Mooney
Piet Greyling
Roger Pitt
Paul Jenkins
Marc du Plessis

- b) FoneWorx's website is www.foneworx.co.za and its email address is info@foneworx.co.za
- c) FoneWorx is a member of the Wireless Application Service Providers' Association ("WASPA").
- d) FoneWorx subscribes to the WASPA Code of Conduct available at <http://www.waspa.org.za/code/codeconduct.shtml>
- e) Services: FoneWorx offers the following services and products. Each of the services and products have their own product specific terms and conditions

CarbonWorx
Virtual Business Centre
Fax2Email
PC2Fax
YourIdentity

- f) Terms and Conditions of download
The services and products offered through this website by FoneWorx are strictly on an "as is" basis. The cost and/or price for the services and products can be found on the service or product specific website.
- g) Payment
Payment for the various products and services offered by FoneWorx is in terms of the product specific terms and conditions.
- h) Complaints and Disputes

Any complaints relating to the specific service or products may be directed generally to support@foneworx.co.za or to the email address provided for the specific service or product.

Copyright and Intellectual Property Rights

FoneWorx provides certain information on the Website. Content currently or anticipated to be displayed at this Website is provided by FoneWorx, its affiliates and/or subsidiaries, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, belong to FoneWorx, its affiliates or subsidiaries, or any third party owners of such rights (“the Owners”) and the content protected by South African and international copyright laws. FoneWorx reserves the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any time and without notice. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Limitation of Liability

Subject to ss 43(5) and 43(6) of ECTA, if applicable, and to the extent permitted by law, the Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors and FoneWorx, Owners, suppliers, employees, directors, partners, affiliates and agents shall not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link. Neither FoneWorx nor any holding company, affiliate or subsidiary of FoneWorx or Owners, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if FoneWorx is expressly advised thereof.

Privacy, access to and use of information

FoneWorx receives various types of information (“the Information”) from Users who access the Website, including personal information as detailed in the Promotion of

Access to Information Act (“PAIA”) Act 2 of 2000, and as detailed in s 1 of ECTA (hereinafter referred to “Personal Information”). FoneWorx voluntarily subscribes to s 51 of ECTA and endeavours to treat Personal Information received by FoneWorx accordingly. Whenever User is of the opinion that FoneWorx fails to comply with s 51 of ECTA, User shall contact FoneWorx by sending an email to support@foneworx.co.za. FoneWorx will review User’s representations made by email and, if within FoneWorx’s sole and absolute discretion advisable, take corrective action and in any event within seven days respond to User informing about corrective actions taken, if any. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you may make to the Owners and/or FoneWorx through the Internet, or that you expressly or impliedly authorize the Owners to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of FoneWorx, the User is urged to take care and read and understand the underlying privacy clauses incorporated in these Terms and Conditions.

Privacy: Casual Surfing

The User may visit the Website without providing any personal information. The User accordingly hereby grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website and pages viewed. FoneWorx uses this information to determine use of the Website, and to improve Content thereon. FoneWorx assumes no obligation to protect this information, and may copy, distribute and otherwise use such information without limitation.

Privacy: Unsolicited Information

If the User posts unsolicited content or other information (“the Information”) to the Website, and unless otherwise indicated, then the User grants to the Owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such Information throughout the world in any media. The User grants the Owners the right to use the name of that the User submits in connection with such Information, if they choose. The User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts; that the Information is accurate; that by the supply of the Information to FoneWorx, the User does not violate this Policy and does not infringe the rights of any person or entity; and that the User indemnifies

the Owners for all claims resulting from the receipt by FoneWorx of the Information the User supplies to it. FoneWorx reserves the right but not the obligation to monitor and edit or remove any Information, where posted to public pages. FoneWorx takes no responsibility, and assumes no liability for any Information posted by the User or any third part.

Privacy: Solicited Information the User gives to Provider

FoneWorx requires certain Personal Information necessary to process transactions if the User requires any of specific services or products offered by FoneWorx. FoneWorx received and stores all Information, including Personal Information which the User enters on the product or service specific Websites or gives to FoneWorx, in any other way. The User may chose not to provide certain Personal Information, but that may limit the specific services or products that the User may make use of. FoneWorx provides its services and products in conjunction with its subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User hereby and when entering into the specific transactions in question expressly grants in writing to the FoneWorx a non-exclusive, royalty free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, crate derivative works from, distribute, and display such Information throughout the world in any media for any purpose whatsoever. The User's Information that is required by subsidiaries to give effect to products or services that the User wishes to make use of is shared with those entities.

Privacy: Promotional Information

FoneWorx aspires to provide firs-class service to its customers, which necessitates FoneWorx providing information to the User regarding new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the FoneWorx Help Desk or send an email to support@foneworx.co.za.

Privacy: Business Transfers

FoneWorx may enter into business arrangements whereby its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

Privacy: Lawful Purposes

When FoneWorx is served with due legal process requiring delivery of Personal Information, it has the legal duty to abide by the demand, and will do so. FoneWorx may also impart Personal Information if permitted or required to do so by law.

Privacy: Surveys and Statistical Profiles

FoneWorx understands that efficiency and customer care translates to good service. FoneWorx may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, FoneWorx will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys. Notwithstanding the foregoing, FoneWorx may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

Privacy: Storage

Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purpose it was collected for. Personal Information will be destroyed once it has become obsolete.

Privacy: Interception

Subject to the Regulation of Interception of Communications Act (“RICA”) Act no 70 of 2002, the User agrees that FoneWorx may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to FoneWorx, its employees, directors and agents. The User agrees that his or her consent satisfies the requirements of ECTA and RICA for consent in “writing” as defined.

Access to information Manual

This manual can be obtained at

http://www.foneworx.co.za/home/images/stories/foneworx_holdings_limited_paia_manual.pdf

Choice of Law:

This Website is controlled, operated and administered by FoneWorx from its offices within the Republic of South Africa. FoneWorx makes no representation that the Content is appropriate or available for use in locations or countries other than the Republic of South Africa. Access to the Website from territories or countries where the Content is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South

Africa, and the user consents to the jurisdiction of the South Gauteng High Court, Johannesburg in the event of any dispute. If any provision of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitutes the entire agreement between FoneWorx and the User with regard to the use of the Content and this Website.

Contact details

In the event that you need to contact FoneWorx for purposes related to these Terms and Conditions, please use the following:

Telephone: 083 913 4357 or 0861 787 678

Fax: 011 787 2137

Email: support@foneworx.co.za

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