



Registration Number CK91/26364/23

Email2Fax Application Form
Full particulars of Customer

Name of company/close corporation/ partnership /individual			
Registration No. or ID No		VAT Registration No	
Admin person contact name		Job Title	
e-mail address		Work number	
Cell number		Fax number	
Alternative Person responsible for Account		Job Title	
e-mail address		Work number	
Cell number		Fax number	
Technical Contact Name		Job Title	
e-mail address		Work number	
Cell number		Fax number	
Physical address			
Postal address			

Monthly Payment Method	Debit Order		30 Days	
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For Debit Order purposes please find attached a Debit Order Form

Please attach a list in an Excel Sheet of the email address that must be allocated for Email2Fax

THE CUSTOMER HEREBY AGREES THAT THE SERVICE PROVIDED PURSUANT TO ITNTFAX'S ACCEPTANCE OF THIS APPLICATION FORM WILL BE SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, WHICH TERMS AND CONDITIONS ARE EXPLICITLY INCORPORATED INTO AND FORM AN INTEGRAL PART OF THE AGREEMENT BETWEEN ITNTFAX AND THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO AND AGREES TO BE BOUND TO THEM.

Signed on behalf of Customer, duly authorised	Signatory's Name	Signatory's Designation (Director/Member/Partner)	Date

Please complete and this form and sign Schedule A and fax both pages back to 086 569 1590

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the words hereunder will have the meanings assigned to them below: -
- 1.1.1 "Agreement" means these Standard Terms and Conditions and any Application Form, Schedules, Annexures and attachments hereto;
 - 1.1.2 "Cost Schedule" means wherein the costs and service specifications of the Service/s are specified;
 - 1.1.3 "Customer" means the party specified as Customer on the Application Form to which these Standard Terms and Conditions are attached;
 - 1.1.4 "Customer Support Schedule" means the schedule attached hereto containing customer support information;
 - 1.1.5 "Effective Date" means, notwithstanding the date of signature of this Agreement, the date of activation of the service to the Customer, irrespective of whether or not the Customer uses the Service/s;
 - 1.1.6 " ITNTFax " means Modem Computer Services cc, registration number CK91/26364/23;
 - 1.1.7 "Initial Period" means the initial contract term of the Service/s, as per physical agreement signed with Customer;
 - 1.1.8 "Proprietary Information" means any and all trade secrets and data/information of a proprietary and/or confidential nature, including data/information that the parties should reasonably have known to be proprietary or confidential;
 - 1.1.9 "Service/s" means all the service/s provided by ITNTFax as specified in the Schedule/s to this Agreement;
 - 1.1.10 "PSTS provider" means the public switched telecommunications services provider licensed to provide such services in terms of section 36 of the Telecommunications Act 103 of 1996 as amended;
 - 1.1.11 "VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991.
- 1.2 The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender include the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.

2 COMMENCEMENT AND DURATION

- 2.1 The Agreement shall commence upon the Effective Date of the first Service to be provided in terms of the Agreement and shall endure throughout the duration period of the Service/s provided. In the event of a single Service consisting of a number of components, billing will commence for each respective component of that Service as and when each component of that Service goes live.
- 2.2 After commencement of contract a 30 (thirty) day notice period will be applicable to both parties.

3 CHARGES AND PAYMENT

- 3.1 All Service/s provided are to be billed as of the Effective Date in respect of each Service.

- 3.2 Customer is responsible for and agrees to pay to ITNTFax all fees for the Service/s specified in the Cost Schedule/s in South African currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.
- 3.3 All prices specified in the Cost Schedule exclude:
- 3.3.1 VAT and any other any taxes and duties including any regulatory surcharge, which Customer becomes obligated to pay by virtue of this Agreement, and
- 3.3.2 PSTS provider service fees, for which Customer agrees to make payment directly to the PSTS provider on such terms as are agreed between the PSTS provider and Customer, and shall at all times be the responsibility of the Customer.
- 3.4 Invoicing will be processed and delivered in advance, and all invoices for Services shall be settled monthly within 30 days of the date of invoice, unless stipulated otherwise.
- 3.5 In the event of any dispute arising as to the amount or calculation of any fee or charge to which ITNTFax is entitled, the dispute shall be referred for determination to ITNTFax 's auditors. They shall act as experts and their decision shall be final and binding on ITNTFax and Customer. The cost of the determination shall be paid on demand by the party against whom the determination is made, or as determined by the said auditors.
- 3.6 Any amount falling due for payment by Customer to ITNTFax in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until date of payment, at a rate equal to the prime overdraft rate plus two percent (2%), monthly in arrears.
- 3.7 ITNTFax shall be entitled from time to time, on 30 (thirty) days prior written notice thereof to Customer, increase the monthly fees referred to in the Cost Schedule/s, provided that:
- 3.7.1 ITNTFax shall not be entitled to increase the monthly fees during the Initial Period of this Agreement; and
- 3.7.2 ITNTFax shall not increase the fees unless an increase is levied by the Telecommunications Service providers. In the event of an increase being levied, 30 (thirty) days written notice will be given to Customer.

4 CUSTOMER'S OBLIGATIONS

- 4.1 Customer shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by Customer passes.
- 4.2 Customer shall not commit nor attempt to commit any act or omission which directly or indirectly:
- 4.2.1 Damages in any way ITNTFax 's technical infrastructure or any part thereof;
- 4.2.2 Impairs or precludes ITNTFax from being able to provide the Service/s in a reasonable and businesslike manner;
- 4.2.3 Constitutes an abuse or malicious misuse of the Service/s;

Or is calculated to have the abovementioned effect.

In such an event, should ITNTFax incur expenses to remedy the situation, ITNTFax reserves the right to charge the Customer the amount necessary to cover ITNTFax 's additional expenditure. Notwithstanding the above, ITNTFax reserves the right to take any other appropriate action it may deem necessary to remedy the situation.

- 4.3 Customer is prohibited from selling, reselling or otherwise dealing with the Service/s in any manner whatsoever. Without limitation to the foregoing, any consideration, which Customer may receive whilst acting in breach of this prohibition, shall be forfeited to ITNTFax.
- 4.4 Customer is prohibited from allowing any person other than its employees or other authorised parties, access to the Service/s through any of Customer's equipment, personnel and/or address.
- 4.5 Customer is prohibited from modifying any equipment utilised by Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment.
- 4.6 Under no circumstances may Customer resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against ITNTFax, its servants, its agents or any other persons for whom it may be liable in law (and in whose favour this provision constitutes a stipulation alteri) if ITNTFax interrupts the Service to Customer as it would be entitled to do if Customer is in default of any of its obligations under this Agreement to ITNTFax or in the circumstances contemplated in clause 6.4 below.
- 4.7 Customer may not at any time use the Service in contravention of any South African law. In particular, Customer undertakes to familiarize itself and ensure that it is kept continuously apprised of all South African law in force from time to time, which has any bearing on the Service and/or its use. Customer acknowledges that ITNTFax has no obligation to assist Customer in this regard.

5 WARRANTIES

Whilst ITNTFax will take all reasonable steps to ensure that the Services/s are provided in accordance with this Agreement, ITNTFax cannot and does not warrant or undertake that the provisions of the Services/s will be provided at all times and accordingly ITNTFax will not be liable for any direct or indirect loss or damage of any nature whatsoever or howsoever arising that may be sustained by Customer as a result of any faults or interruptions in the provisions of the Service/s.

6 EXCLUSION OF LIABILITY

- 6.1 Except as otherwise expressly provided herein to the contrary, ITNTFax shall not be liable to Customer or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against ITNTFax or against Customer by any party, arising directly or indirectly out of the Service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 6.2 Subject to clause 6.1 above, the entire liability of ITNTFax and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the aggregate of the fees and charges paid by Customer under this Agreement for the period of 30 (thirty) days preceding Customer's written notice to ITNTFax in respect of such claim.
- 6.3 Customer hereby indemnifies ITNTFax against and holds ITNTFax harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof or in respect of any matter for which liability of ITNTFax is excluded in terms of clause 6.1 above.
- 6.4 Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of ITNTFax of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded, and the provisions of clause 6.1 above shall apply mutatis mutandis to such exclusion.

7 DOCUMENTATION

Any specifications, descriptive matter, drawings and other documents, which may be furnished by ITNTFax to Customer from time to time:

- 7.1 Do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement;
- 7.2 Shall remain the property of ITNTFax and shall be deemed to have been imparted by it in trust to Customer for the sole use of Customer. All copyright in such documents vests in ITNTFax. Such documents shall be returned to ITNTFax on demand.

8 BREACH

- 8.1 Subject to the provisions of clause 8.2 to the contrary, if Customer hereto:
 - 8.1.1 Breaches any of the terms or conditions of this Agreement and fails to remedy such breach or pay such amount, as the case may be, within 7 (seven) days after the receipt of written notice from ITNTFax;
 - 8.1.2 Commits any act of insolvency;
 - 8.1.3 Endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice ITNTFax rights hereunder or at all;
 - 8.1.4 Allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or
 - 8.1.5 Is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestrated or voluntarily surrendered;

ITNTFax shall have the right, without prejudice to any other right, which it may have against Customer, to:

- a) Suspend or terminate the Services;
- b) Treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Customer until Customer has remedied the breach; and/or
- b) Cancel this Agreement;

In any event without prejudice to ITNTFax' right to claim damages.

- 8.2 Customer shall be liable for all costs incurred by ITNTFax in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.
- 8.3 Subject to what is set out in Clause 8.1.1 above, ITNTFax shall be entitled to suspend the provision of the Services where Customer breaches any provision of this Agreement or where any payment to ITNTFax is overdue by more than 7 (seven) days.

9 INTELLECTUAL PROPERTY

- 9.1 Notwithstanding anything set out in Clause 10 below, all intellectual property (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the

Service/s provided under this Agreement shall belong to ITNTFax. Customer undertakes that it shall at no time, have any right, title or interest in the intellectual property and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the equipment or software owned by ITNTFax, or any of its third party suppliers.

- 9.2 Customer warrants that it shall not use the Service/s to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognise, acknowledge and use any content in accordance with any third party's intellectual property rights. Customer furthermore warrants that it has received all necessary permissions to make use of any intellectual property relating to 3rd parties.

10 PROTECTION OF PROPRIETARY INFORMATION

- 10.1 Each party will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use to that which is provided for in this Agreement. Either party acknowledges that unauthorised disclosure or use of Proprietary Information may cause substantial economic loss. All printed materials, containing Proprietary Information will be marked with "Proprietary" or "Confidential", or in a manner, which gives notice of its proprietary nature. Proprietary Information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for either party's authorised use. Each such copy, including its storage media, will be marked with all notices, which appear on the original.
- 10.2 Each party shall ensure that its employees comply with its obligations under this section 10.
- 10.3 This section 10 shall survive termination or cancellation of this Agreement.
- 10.4 This Agreement does not transfer to either party title to any intellectual property contained in any Proprietary Information of the other party.

11 CESSION

Customer shall not be entitled to cede or assign any rights and/or obligations, which it may have in terms of this Agreement to any third party unless, consented to in writing by ITNTFax.

12 SURETYSHIP

The signatory to this Agreement, as the authorised representative of the Customer, hereby binds himself/herself to ITNTFax as personal surety and as co-principle debtor in solidum with Customer for the due, punctual and proper fulfilment and performance by Customer of all its obligations in terms of this Agreement. The aforementioned signatory hereby renounces all benefits arising from the legal exceptions of non numeratae pecuniae, non causa debiti, errore calculi and beneficio excussionis et divisionis, with the force and effect of which he/she hereby declares himself/herself to be fully acquainted.

13 FORCE MAJEURE

- 13.1 ITNTFax shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of ITNTFax, provided that ITNTFax makes all reasonable efforts to perform.
- 13.2 It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of ITNTFax and the force majeure provisions shall apply: -
- 13.2.1 A PSTS provider fault that affects the Service/s; and/or
- 13.2.2 The non-performance, inability to perform or delay in performance by the PSTS provider relating to the provisioning of equipment, services and/or facilities to ITNTFax that affects the Service/s; and/or
- 13.2.3 Acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection,

sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire.

14 GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

15 DOMICILIUM CITANDI ET EXECUTANDI

For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, Customer chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the application form to which these Standard Terms and Conditions are attached. ITNTFax chooses its domicilium citandi et executandi ("domicilium") at 1Kramer road, Bedfordview, Johannesburg, South Africa. Either party shall be entitled from time to time to vary its domicilium and shall be obliged to give notice to the other within ten (10) days of the said change. Any notice which either party may give to the other shall be posted by prepaid registered post or hand delivered to the other party's domicilium and shall be presumed, unless the contrary is proved by the party to whom it is addressed, to have been received by that party on the tenth (10th) day after the date of posting or on the day of delivery as the case may be.

16 GENERAL

- 16.1 No variation, amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by a duly authorised representative from both ITNTFax & Customer.
- 16.2 The parties acknowledge having read and understood this Agreement and are not entering into this Agreement on the basis of any representations not expressly set forth in it.
- 16.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between Customer and ITNTFax or not.
- 16.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its right under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement.
- 16.5 In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.
- 16.6 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.
- 16.7 In the event of any expiration, termination or cancellation of this Agreement, provisions hereof which are intended to continue and survive shall so continue and survive. In particular, termination or cancellation of this Agreement shall not affect any rights or duties arising under it with respect to Proprietary Information as set out in Clause 10 above.
- 16.8 The terms and conditions appearing in the Schedule(s) hereto are hereby incorporated into the Agreement. In the event of any conflict between the Standard Terms and Conditions of this Agreement and those appearing in any Schedule/s hereto, these Standard Terms and Conditions shall prevail. In respect of any conflict in respect of pricing in the Agreement or the Schedules hereto, the costs set out in the Cost Schedule shall prevail.

16.9 These terms and conditions, together with the Schedule(s), Annexures and attachments hereto, constitute the whole of the agreement between ITNTFax and Customer relating to the subject matter hereof, notwithstanding anything in Customer's inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

SCHEDULE A – COST SCHEDULES

The costs pertained to the ITNTFAX services only Apply to Outbound faxing which can only be approved and agreed between ITNTFAX and Customer. Inbound faxes are received by Customer free of any cost to Customer from ITNTFax.

Outbound faxes are least cost routed and charged as per the rate sheet below
OUTBOUND RATE SHEET

Dial code	Destination/POP	For 1st Minute	For each 30 Seconds thereafter
2786	SA Fax to Email	R2.81	R1.40
2785	SA Mobile	R2.81	R1.40
2784	SA Mobile	R2.81	R1.40
2783	SA Mobile	R2.81	R1.40
2782	SA Mobile	R2.81	R1.40
2778	SA Mobile	R2.81	R1.40
2776	SA Mobile	R2.81	R1.40
2774	SA Mobile	R2.81	R1.40
2773	SA Mobile	R2.81	R1.40
2772	SA Mobile	R2.81	R1.40
2721	Cape Town	R 0.88	R 0.44
2731	Durban	R 0.88	R 0.44
2711	Johannesburg	R 0.88	R 0.44
2712	Pretoria	R 0.88	R 0.44
2741	Port Elizabeth	R 0.88	R 0.44
27	Rest of SA	R 1.75	R 0.90
27 86 to 27 86 Fax2Email to Fax2Email = On Net			R0.60

International Rates for Fax2Email Available on request

Signature _____ Date: _____

SCHEDULE B - ITNTFAX SERVICES

1 DESCRIPTION OF SERVICE

- 1.1 ITNTFax undertakes to provide Customer with the value-added ITNTFax Services. These services will include inbound faxing and outbound faxing via Fax platforms to and from the PSTS
- 1.2 The services in 1.1 above are hereinafter referred to the "ITNTFax Service/s".
- 1.3 The provision of the ITNTFax Service/s by ITNTFax is subject to the terms and conditions set out in this agreement.

2 SUSPENSION OF SERVICES

Notwithstanding anything to the contrary set out in the Standard Terms and Conditions, ITNTFax reserves the right to, at any time, suspend the provision of the ITNTFax Service/s for the purposes of maintenance, modification or remedial work. In the event of any such suspension, ITNTFAX must provide the Customer with 3 (three) days prior written notice in respect of such maintenance.

SCHEDULE C – CUSTOMER SUPPORT SCHEDULE

Customer is able to contact the ITNTFAX support via email Monday to Friday 08h00 to 17h00, Public holidays and weekend are excluded on:

email address: support@itnt.co.za

Fax number: 086 569 1590