

**MASTER TERMS AND CONDITIONS OF  
VIRTUAL BUSINESS CENTRE (“VBC”)  
YOUR COMPLETE BUSINESS A BOX SOLUTION**

**Definitions**

- FoneWorx** - means FoneWorx (Pty) Ltd, a wholly owned subsidiary of FoneWorx Holdings Limited of FoneWorx House, corner Bram Fischer Drive & Will Scarlet Road, Ferndale, Randburg, 2194.
- VBC** - means Virtual Business Centre, a trade name of FoneWorx incorporating the “Complete Business In A Box Solution” portal.
- PSTN** - means the Public Switched Telecommunications Network operated by Telkom or the second network operator.
- Call** - means a call originating on the PSTN or PLMN transiting the PSTN and/or a VOIP carrier and resulting in a successful delivery to another PSTN, PLMN or VOIP connection via an automatic response telecommunications equipment.
- PLMN** - means Public Land Mobile Network.
- VOIP** - means Voice Over Internet Protocol.
- call charge** - means the amount VBC charges the caller as published on the VBC web portal and which is subject to adjustment from time to time.
- Code of Conduct** - means the Code of Conduct established by the fixed line operators, as amended from time to time, together with the mobile network operator Codes of Conduct, as amended from time to time, including the WASPA Code of Conduct which can be found at [www.waspa.co.za](http://www.waspa.co.za). The codes of conduct can be viewed on [www.foneworx.co.za](http://www.foneworx.co.za).
- CPA** - means the Consumer Protection Act signed on the 4<sup>th</sup> of May 2009 designed to promote a fair, accessible and sustainable marketplace for consumer products and services.
- fee** - means the applicable fee charged by VBC for each product offering as defined and reflected in the VBC in the section referred to as “rates” and as amended from time to time.
- active products** - means those services which are reflected on the VBC home page and are fully enabled for commercial use by the VBC user and for which a fee will be levied in accordance with the tariff reflected in the product offering read in association with the relevant Terms and Conditions.

- inactive products** - means those services which, although displayed and reflected on the VBC home page, are not active for commercial use by the VBC user. Such services are “due for launch” and serve to inform the VBC user of forthcoming services. Dates of commercial launch will be displayed in a “drop down box” over the relevant inactive product icon.
- VAT** - means Value Added Tax as defined in the Value Added Tax Act 89 of 1991 as amended.
- VBC user** - means a person who has purchased and activated the “Complete Business In A Box Solution” by completing the registration form and received a username and password.
- switch** - means the FoneWorx telecommunications platform incorporating the various apparatus, technical systems and software required to provide any of the VBC services and any other third party equipment or software which is interconnected to the switch or which operates as a stand-alone feature.
- SA** - means the territorial limits of the Republic of South Africa as constituted from time to time.
- international** - means any territory outside the territorial limits of the Republic of South Africa.
- activation fee** - means the amount charged for the “once-off” registration fee to activate the VBC application. This enables the user to make use of certain services where no additional registration fee is applicable. A number of active products have their own activation fee, monthly fee or “once-off” charges. The user is referred to each of the applicable terms and conditions and rate charges applicable to each active application.
- individual registration forms** - means the registration form applicable to each individual active application and the terms and conditions applicable thereto.
- set-up fee** - means a “once-off” charge for the activation of the VBC – Complete Business In A Box Solution and for each active application where applicable.
- usage fee** - means either a monthly, weekly or per event and/or the fee charged for each event, transmission, call or unit as the case may be.
- VBC central account** - means the main account linked to the VBC user’s access number and password. The VBC user must deposit funds into this account to enable each active application to be

capable of being used and for which usage fees will be debited against. The VBC user must always ensure there are sufficient funds standing to the user's credit.

specific terms and conditions -

means the terms and conditions that apply to each VBC application as if incorporated into the Master Terms and Conditions.

## 1. INTRODUCTION

- 1.1 The VBC – Complete Business In A Box Solution is protected by copyright laws and is licensed to the VBC user and is not for re-sale. The VBC user shall only have the right to use the services provided the VBC has sufficient funds in the central account.
- 1.2 The set-up cost provides the user with the initial license and only for the user as registered. The software may not be transferred to a third party.
- 1.3 The VBC software is designed for Microsoft 2000, 200XP and Vista and requires Service Pack II.
- 1.4 Certain VBC “active products” may require additional software to be downloaded to the user's PC. FoneWorx makes no warranty or representation that the user will be able to download such software due to the user having firewall protection software or any other inhibiting or restrictive “tunnel” or “filters” preventing such download.

The user can request such software on a disk which will be supplied to the user at VBC cost plus courier charges.

## 2. CONNECTIVITY

- 2.1 The VBC – Complete Business In A Box Solution is an online application which is best operated using ADSL, Diginet or broadband device.  
  
“Dial-up” users can also use all the functionality of the VBC suite of offering, however they may experience slow or latent responses from the switch. It is, however, NOT recommended that a dial-up connection is used.
- 2.2 VBC provides the user with ADSL or Diginet facilities and the user is referred to the icon “Telco Services” for more information and applicable rates.
- 2.3 FoneWorx shall not be responsible for the VBC user's connectivity and the VBC user must resolve any connectivity problems directly with the Internet service provider of the VBC user.

## 3. PRODUCT OPERATION

- 3.1 Once the user has registered and obtained a username and password, the user will be required to select the services that the user wishes to make use of.

**3.2 The following services are incorporated in the activation fees and do not require any additional set-up fee:**

- 3.2.1 Fax2Email**
- 3.2.2 Address book**
- 3.2.3 Diary**
- 3.2.4 Classifieds**
- 3.2.5 Travel portal**

**3.3 In order to make use of each of the active applications which levy fees (set-up or usage) the VBC user is required to complete the “individual registration form” for each of the applicable active applications. Thereafter the VBC user will be required to deposit funds into the VBC account and “recharge” the central account.**

**3.4 When the VBC user makes use of any of the active applications, the user’s central account will be debited with the appropriate set-up fee and/or usage fee.**

**3.5 In the event that there are insufficient funds in the user’s central account, the user will not be able to use any of the active applications, save for those reflected in paragraph 3.2.1, 3.2.2, 3.2.3, 3.2.4 and 3.2.5.**

In addition, each active application has its own terms and conditions relating to the use of such application as well as the position where insufficient funds exist to maintain the service. VBC users are requested to fully acquaint themselves with the terms and conditions of usage for each active application.

#### **4. COOLING OFF PERIOD**

**4.1 In the event that the VBC user has registered for the VBC – Complete Business In A Box Solution and is unhappy with the purchase, the VBC user may, without reason or penalty, cancel his registration and obtain a refund for his activation fee, provided that this only be applicable if such cancellation is within 7 (seven) days after the VBC consumer purchased and received the Box (“the refund”).**

**4.2 The VBC user will, however, be liable for the direct costs of returning the VBC - Complete Business In A Box Solution starter pack which incorporates the DVD box and enclosed VBC card.**

**4.3 The refund will be made to the VBC user:**

**4.3.1 within 15 (fifteen) days of the date of receipt of the notice of the rescission/cancellation if no goods have been delivered to the VBC user; or**

**4.3.2 within 15 (fifteen) days of receipt of the disk/goods supplied in terms of this transaction, from the VBC user.**

#### **5. SUPPORT SERVICE**

**5.1 FoneWorx will provide support services related to the VBC software and on-line web application. Support will be offered between 08h00 and 17h00, Monday to Friday on the support line : 083 913 HELP (4357). Value-added services rates apply and free minutes are not applicable.**

## **6. WARRANTY AND INDEMNITY**

- 6.1 FoneWorx, its agent, dealers and employees do not warrant that the VBC – Complete Business In A Box Solution software and online applications relating to each active application will work on all personal computers (“PC’s”) or local area or wide area networks (“LAN or WAN”). Failure to operate or perform substantially in accordance with the accompanying written material or marketing material could be influenced by the user’s firewall or other restrictive software or incorrect Internet connectivity or bandwidth. VBC users might be required to consult with their Internet Service provider (“ISP”) for additional assistance.**
- 6.2 FoneWorx, its agents, dealers and employees shall not be liable to the VBC user or any third party for any loss or damage to the VBC user or any third party of whatsoever nature and howsoever arising, whether directly, indirectly or consequential, special or incidental loss or damages which shall include, but shall not be limited to, loss of profit or goodwill, data, revenue or anticipated savings or for any costs, claims or demands of any nature arising directly or indirectly out of the use of the VBC – Complete Business In A Box Solution, whether relating to “active” or “inactive applications”, their use, access, withdrawal or suspension or out of any information or materials provided or not provided or in relation to any ancillary hardware used for any “active” application, as the case may be by or from their use.**
- 6.3 The VBC user accordingly indemnifies FoneWorx and holds FoneWorx, its agents, dealers and employees harmless against any claim by and any third party arising directly or indirectly out of the use of the VBC applications.**

## **7. INTELLECTUAL PROPERTY**

- 7.1 All intellectual property (including copyright, trademarks, designs and patents) relating to or used in connection with the active applications or non-active applications, provided in terms of the VBC – Complete Business In A Box Solution application belongs to and remains the property of FoneWorx. In instances where third party applications may be integrated to the VBC – Complete Business In A Box Solution application, the third party intellectual rights shall be applicable. The VBC user may not approach the third party to circumvent, copy or deal directly with such third party without the prior written consent of FoneWorx.**

## **8. INCORPORATION OF ACTIVE APPLICATIONS**

- 8.1 Each active application will have specific terms and conditions of use and fee charges which must be read as if specifically incorporated as part of these terms and conditions unless otherwise specified.**
- 8.2 The VBC user is requested to carefully peruse each of the terms and conditions of the active applications that the VBC user selects from time to time.**
- 8.3 The VBC user must agree that the Master Terms and Conditions are to be read as incorporating one single agreement. By agreeing to the Master Terms and Conditions, the VBC user agrees to each of the specific Terms and Conditions.**

**9. CENTRAL ACCOUNT**

- 9.1** Funds deposited into the VBC central account will be credited to the individual VBC user's name. All active applications debit the central account when activated either for activation fees, usage fees or transaction fees, as applicable.
- 9.2** Each applicable debit will result in the central account being depleted of funds. The VBC user will be notified by email when the user has fully depleted the central account and will be required to top-up the central account to ensure the ongoing functionality of each active application.
- 9.3** Any funds that stand to the credit of the VBC user shall be capable of being used at any time without restriction, save for the fact that no funds will be refunded with the exception of the provisions of paragraph 4.

**10. CONTENT**

- 10.1** FoneWorx shall not be held liable to the VBC user for any injury, loss or expense or damage of any kind whatsoever suffered or incurred by you as result of the VBC user accessing the VBC website, utilising any service offered on this website or relying on any information contained on this website for any reason whatsoever, including, but not limited to any injury, loss or damage suffered as a result of:
- 10.1.1** errors or discrepancies in the information provided;
- 10.1.2** any unauthorised access of this website by third parties;
- 10.1.3** any breakdown or failure of any equipment or medium of access to this website;
- 10.1.4** any failure or unavailability of FoneWorx or any third party supply or service to FoneWorx resulting in the inability to access this website or process any transaction referred to or offered on this website;
- 10.1.5** the destruction or accessing of the VBC user's data or equipment;
- 10.1.6** any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website.

**11. REGISTRATION**

- 11.** On registration the VBC user must provide accurate and complete information as prompted by the registration form or any other request made in the specific terms and conditions as well as third party registration forms. If you do not complete the mandatory information fields your registration will be rejected.

**12. BANDWIDTH**

- 12.1** As a VBC user, certain active applications may require minimum equipment, specific settings or bandwidth specification. It is the VBC user's responsibility to ensure that he/she has the right equipment, settings or bandwidth for these services at the time of access.

13. **Please refer to the specific terms and conditions of usage for each service provided in the VBC. If you are not in agreement with these master terms and conditions and/or the service specific terms and conditions then you are requested not to activate and use such service.**