



Rwenzori Building, Rutherford Estate
1 Scott Street, Waverley, 2090
PO Box 369, Rivonia, 2128, South Africa

Tel: +27 (0)87 805 0000
Fax: +27 (0)86 502 1876
info@voxtelcom.co.za

Vox Telecommunications (Pty) Ltd
t/a Vox Telecom
Reg. No.: 2011/000797/07
VAT No.: 4680257989
Directors: AD van Zyl, A Gordhan,
C Motala, GJ Koen, JA du Toit

Join the conversation
at voxtelcom.co.za



STAFF DEAL

Reseller: _____ Tel: _____ Fax: _____

Username: _____ Hint Question: _____

Password: _____ Hint Answer: _____

Language: Afr _____ Eng _____ Company Name: _____

Title: _____ Name _____ Surname: _____

Job Title: _____ Net Income: _____

ID/Co. Reg. no: _____ Correspondence e-mail: _____

Postal Address: _____ Tel (w): _____

Address: _____ Fax (w): _____

City: _____ Tel (h): _____

Province: _____ Fax (h): _____

Code: _____ Cell: _____

Physical Address (if not the same as above): _____

Address: _____ City: _____

Province: _____ Code: _____

Premises Type _____ Period at Address: _____

Debit order _____ Account Holder Name: _____

Bank name: _____ Account type: Cheque _____ Savings _____ Transmission _____

Branch name: _____ Branch code: _____ Account nr. _____

Credit card _____ Name on card: _____ Master _____ Visa _____ Diners _____

Card no: _____ Expiry date: _____ Verification digits: _____

SiteBuilder – Website Builder Tool: _____ PM _____ QTY _____

SiteBuilder Starter Staff Deal	SiteBuilder Starter (3 x pages, 120 templates, 500MB storage, unlimited web traffic, 1 x FTP) - monthly subscription	R 18		
---	--	-------------	--	--

Customer Signature _____ Name in Capitals _____ Date _____

Vox Telecom Agent Signature _____ Name in Capitals _____ Date _____

***Each page of the Vox Telecom Standard Terms and Conditions together with the Product Specific Terms and Conditions need to be signed by the customer**

SiteBuilder Terms and Conditions



Be heard

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.

These terms of service ("Terms") apply solely to your access to, and use of, the Web site of Vox Telecom, also doing business as, located at www.voxtelecom.co.za (the "Site") and the web development and hosting tools and services accessed through the Site as more fully described below (the "Services").

These Terms do not alter in any way the terms or conditions of any other agreement you may have with Vox Telecom, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site or the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify you and Vox Telecom for violations of these Terms.

Nothing in these Terms shall be deemed to confer any third party rights or benefits. Vox Telecom may, at its sole discretion, revise the Terms, including any changes, at any time by updating this posting, with the revised Terms taking effect for all Users as of the date stated on the posting.

You waive any right you may have to receive specific notice of such changes or modifications. Consequently, Users should consult the Terms regularly. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Site.

1. DISCRIPTION OF SERVICES

1.1. The Services include web hosting and the various online web site development tools and web applications operated and hosted by Vox Telecom to enable you to create and publish web sites - hereafter referred to as the "Vox Telecom Toolset". The user/client of the "Vox Telecom Toolset" will be known as "you".

1.2. "DIFM", (Do-it-for-me), is an additional subscription service where Vox Telecom's skilled website developers build the website for you utilizing your existing Toolset subscription.

1.2.1. DIFM description of service:

1.2.1.1. The Basic Plan is restricted to a maximum of 3 pages and may contain up to 5 stock images.

1.2.1.2. The Advanced Plan is restricted to a maximum of 5 pages and may contain up to 10 stock images.

1.2.1.3. A maximum of 2 design revisions are permitted on both the Basic and Advanced Plans.

1.2.1.4. Other than general resizing and cropping, any modification of content images and graphics will be quoted separately at the applicable hourly rate.

1.2.1.5. Videos files will not be uploaded on behalf of the client. Any videos must be uploaded to an appropriate service (e.g. YouTube, Vimeo) by the client and only supplied as video embed code.

1.2.1.6. Should the client not have a logo, a plain text name will be used in its place. Alternatively logo and CI design can be quoted for separately.

1.2.1.7. Any additional feature requests and design changes will be quoted at the applicable hourly rate.

1.2.1.8. All content must be supplied by the client. A content review, restricted to basic spelling and grammar, will be provided on the Advanced Plan. If you require copywriting, it will be quoted separately.

1.2.1.9. The standard turnaround time for a new website is 2-3 working days assuming all content and information has been correctly provided.

2. USER SITES

2.1. Vox Telecom enables users to create and publish web sites that are hosted by Vox Telecom ("User Sites").

2.2. Vox Telecom is not responsible or liable in any manner for, and makes no representations or warranties of any kind regarding, the content, functionality, business, legality, accuracy, completeness, quality, reliability, security, usefulness or practices of any user sites or for any dealings with or transactions conducted on or in connection with any user site.

2.3. The hosting of any User Site does not imply endorsement or sponsorship by Vox Telecom or any association or affiliation with its operators or the content, business or operation of the User Site, and if you create any User Site, you may not do anything to imply any such endorsement, sponsorship, association, affiliation or relationship with Vox Telecom.

2.4. You may not use the name, logo or other trademarks of Vox Telecom to imply any sponsorship, affiliation or relationship between you and Vox Telecom.

3. LICENSE

3.1. You are granted a limited, non-sublicensable license to access and use the Site and the Vox Telecom Toolset solely in connection with the creation of web sites hosted on this Site.

3.2. Such license is subject to these Terms and does not include: (a) any resale or distribution of the Site or the Vox Telecom Toolset; (b) modifying or otherwise making any

derivative uses of the Site and the Vox Telecom Toolset, or any portion thereof; (c) use of any data mining, robots or similar data gathering or extraction methods; (d) downloading (other than the page caching) of any portion of the Site or the Vox Telecom Toolset except as expressly permitted on the Site; or (e) any use of the Site or the Vox Telecom Toolset other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Vox Telecom, is strictly prohibited and will terminate the license granted herein.

3.3. You assume responsibility for the selection of the Site and the Vox Telecom Toolset to achieve your intended results, and for the installation, use, and results obtained therefrom.

3.4. Vox Telecom reserves the right to modify, suspend or discontinue the Site or the Vox Telecom Toolset with or without notice at any time and without any liability to you. Vox Telecom reserves the right to refuse service to anyone at any time with or without notice for any reason.

4. USER ID AND SUB-DOMAINS

4.1. To gain access to the Vox Telecom Toolset and the functionality of the Vox Telecom Toolset and to create a User Site, you will be required to register an access ID and password. The access ID and password may only be used by you. You will be responsible and liable for all activities occurring under your access ID and for keeping your password secure.

4.2. As part of the Vox Telecom Toolset and the Services, Vox Telecom also offers registered users free use of Vox Telecom sub-domains (ex: [subdomain].sitebuilder.co.za) ("Vox Telecom Subdomain") on the terms set forth herein for the sole purpose of hosting their web sites. Vox Telecom retains all rights to and over any Vox Telecom Subdomains and has the right to revoke or suspend the use of any sub-domain at any time without reason.

4.3. You agree that all such Vox Telecom Subdomains are owned by Vox Telecom, are nontransferable and that Vox Telecom may for any reason, or for no reason, in its sole discretion and without notice or liability to you or any third party, immediately terminate or suspend your account, username, and Vox Telecom Subdomain, and remove or discard any content associated with your account and username.

5. LINKS TO THIRD PARTY SITES

5.1. The Site, the Vox Telecom Toolset and User Sites (including under Vox Telecom Subdomains) may contain links to third party web sites, including links to User Sites, third party text, video feeds (podcasts), offers, and software applications (including widgets) (collectively referred to as "Linked Sites"). The Linked Sites and third parties are not under the control of and/or owned by Vox Telecom and Vox Telecom is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

5.2. Vox Telecom is not responsible for webcasting or any other form of transmission received from any Linked Site. The Linked Sites are the property of the respective third party and may be protected by applicable copyright or other intellectual property laws and treaties. Vox Telecom is providing these links to you only as a convenience and does not approve and assumes no responsibility for the content, security, functionality, or practices of these third parties. The inclusion of any link does not imply endorsement by Vox Telecom of the site or any association with its operators. You acknowledge and agree that Vox Telecom may disable your use of or remove any third party linked sites on Vox Telecom or a Vox Telecom Subdomain to the extent that they violate these Terms.

5.3. Similarly, the Vox Telecom Toolset may rely on external components provided by a third party to provide some level of functionality. This functionality may make a particular feature of the Vox Telecom Toolset dependent on the external component; or the Vox Telecom Toolset may be completely dependent on the external component for operation. In any case, Vox Telecom makes no warranties, claims, or provision for any third party components.

5.4. You are responsible for making any and all appropriate licensing arrangements with any third party external component providers that are represented on your Vox Telecom Subdomain.

6. USER CONDUCT

6.1. You agree that you are responsible for your own use of the Site, the Services and the Vox Telecom Toolset, for any User Sites you create or operate, for any posts you make and for any consequences thereof. You agree that you will use the Site, the Services and Vox Telecom Toolset and create and operate any User Sites in compliance with the rules set forth in these Terms (including without limitation the Content Policy set forth below), and all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence and all export control laws.

Initial

6.2. As a condition of your use of the Site, the Vox Telecom Toolset, and the Services, you warrant to Vox Telecom that you will not use the site, the Vox Telecom Toolset or the User Sites you create for any purpose that is unlawful, deceptive or otherwise prohibited by these Terms. You may not use the Site, Vox Telecom Toolset or the User Sites you create in any manner that could damage, disable, overburden, or impair the Site or the Vox Telecom Toolset or interfere with any other party's use and enjoyment of the Site or the Vox Telecom Toolset. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site or the Vox Telecom Toolset.

6.3. The Site or any User Sites you create may contain bulletin board services, chat areas, news groups, forums, communities, personal and commercial web pages, calendars, podcasts, and/or other message or communication facilities designed to enable you or others to communicate with the public at large or with a group (collectively, "Interactive Services"), you agree to use the Interactive Services only to post, send and receive messages and material that are appropriate and related to the particular Interactive Service and in accordance with the Vox Telecom Content Policy and these Terms and applicable law.

6.4. Much of the Interactive Services found on the Site and in User Sites is provided by, and is the responsibility of, the person or people who made the postings. Vox Telecom does not routinely monitor the Interactive Services or any User Sites and takes no responsibility for such content (including, without limitation, any viruses or other disabling features). Vox Telecom does not endorse, support, represent or guarantee the truthfulness, accuracy, functionality, security, legality, quality or reliability of any communications or content posted via the Site or User Sites or endorse any opinions expressed via the Sites or any User Sites Vox Telecom Toolset. You acknowledge that any reliance on material posted via the Service will be at your own risk.

6.5. Although Vox Telecom is not obligated and does not routinely screen or monitor any user content or messages or any User Sites, it reserves the right at all times to do so and to remove, block access to or refuse to post, display or distribute any content or materials or any User Site for any reason or for no reason in its sole discretion. Vox Telecom reserves the right to terminate your access to the Site, the User Sites and any or all of the Interactive Services, and to remove or disable access to any User Sites or user content, at any time without notice for any reason whatsoever (or for no reason).

6.6. Vox Telecom reserves the right at all times to disclose any information as necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms, (c) detect, prevent or otherwise address fraud, security or technical issues, (d) reply to user support requests or (e) protect the rights, property or safety of Vox Telecom, its users and the public.

6.7. Always use caution when giving out any personally identifying information about yourself or your children in any Interactive Service or on any User Site. Personal information provided in connection with any User Site is collected by the third party operating such User Site, and not Vox Telecom. The Vox Telecom Privacy Policy does not apply to, and we are not responsible in any manner for, any information you provide to third parties in connection with User Sites or how the third parties who operate such User Sites may use the personal information you provide to them. Such information is subject to the privacy practices of such User Site, and we encourage you to become familiar with their privacy practices before disclosing information directly to them. Vox Telecom does not control or endorse the content, messages or information found in any Interactive Service or User Site and, therefore, Vox Telecom specifically disclaims any liability with regard to the Interactive Services and any actions resulting from your participation in any Interactive Service or your use of any User Site. Managers and hosts are not authorized Vox Telecom spokespersons, and their views do not necessarily reflect those of Vox Telecom.

7. CONTENT POLICY

7.1. By using the Service, you agree that:

7.1.1. You will use the service for its intended purpose of the creation and growth of a professional online presence.

7.1.2. You may not upload, publish, post, distribute or disseminate any material that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy and publicity) of others.

7.1.3. You may not upload, publish, post, distribute or disseminate any content that is otherwise deemed as pornographic and/or obscene by Vox Telecom. Vox Telecom will report any evidence of child pornography along with all known user identification and information to the relevant law enforcement agencies.

7.1.4. You may not upload, publish, post, distribute or disseminate any material that promotes hatred towards groups based on race or ethnic origin, religion, disability, gender, age, and sexual orientation/gender identity.

7.1.5. You may not upload, publish, post, distribute or disseminate any material that constitutes a direct threat of violence against any person or group of people.

7.1.6. You may not upload, publish, post, distribute or disseminate any material that impersonates or is intended to impersonate others in a manner that is intended to mislead or does mislead or confuse others.

7.1.7. You may not upload, publish, post, distribute or disseminate any third party files and/or content that contain material, in any form, protected by intellectual property laws (or by rights of privacy and/or publicity) unless you own or control the rights thereto or have received all necessary consents. You may not post private individual or company information without the expressed permission of such parties.

7.1.8. You may not knowingly violate the intellectual property rights of a third party on any user site.

7.1.9. You may not upload, publish, post, distribute or disseminate any files that contain viruses, malware, malicious codes, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

7.1.10. You may not use the Vox Telecom Toolset for the transmission of spam and/or any type of viral marketing, pyramid scheme and/or phishing scheme.

7.1.11. You may not use affiliate links to third party sellers who have not approved you into their affiliate programs.

7.1.12. You may not download, upload, publish, post, distribute or disseminate any file posted by another user of the Vox Telecom Toolset and Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

7.1.13. You may not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other content contained in a file that is uploaded, downloaded, published, posted, distributed or disseminated using the Vox Telecom Toolset.

7.1.14. You may not use the Vox Telecom Toolset to harvest or otherwise collect information about others, including e-mail addresses, without their consent.

7.1.15. You may not upload, publish, post, distribute or disseminate any unauthorized private, confidential and personal information about others.

7.1.16. You may not upload, publish, post, distribute or disseminate any material that is used for unlawful purposes or for the promotion of dangerous and illegal activities.

7.2. Vox Telecom takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Vox Telecom liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, profanity or offensive Content you may encounter on the Site or in any User Sites.

7.3. Your use of Interactive Areas and any User Sites is at your own risk. As a provider of interactive services, Vox Telecom is not liable for any statements, representations or Content provided by its users or other third parties. Although Vox Telecom has no obligation to screen, edit or monitor any of the Content posted by third parties, Vox Telecom reserves the right, and has absolute discretion, to remove, screen or edit any Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Site at your sole cost and expense. Violation of any part of the Content Policy may lead to immediate termination or suspension of your account and/or deletion of your Content and/or you may be reported to the appropriate authorities with or without notice to you.

7.4. If you post Content to the Site (including in a User Site), unless we indicate otherwise, you grant Vox Telecom and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content solely in connection with hosting your User Sites and otherwise providing and promoting the Site and the Service and exercising the rights granted in these Terms. You grant Vox Telecom and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the Content that you post or you otherwise have the right to post such Content to the Site; (b) the Content is accurate and not misleading; and (c) use and posting of the Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

8. USE AND STORAGE

8.1. Materials uploaded to an Interactive Service may be subject to posted limitations on usage, reproduction and/or dissemination. Vox Telecom retains the right to create and/or change limits on use and storage at its sole discretion at any time with or without notice. You are responsible for adhering to such limitations.

8.2. You agree that Vox Telecom has no responsibility or liability for the deletion of or the failure to store or to transmit any Content or Interactive Service maintained by Vox Telecom and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Site at your sole cost and expense.

9. PAYMENT GENERALLY

9.1. You are responsible for paying all fees and applicable taxes associated with the SiteBuilder Services in a timely manner with a valid payment method. You authorize Vox Telecom to charge your Vox Telecom account (herein "account") for all charges to your accounts with Vox Telecom. Your account will be charged the current fee for the SiteBuilder Service you choose on the date that you click on the "Purchase" button in the ordering process. Our offerings include SiteBuilder Services payable by recurring payments. You agree that Vox Telecom may automatically charge the fee to your account at the beginning of each recurring period.

9.2. You agree to pay Vox Telecom all charges incurred under your account for any SiteBuilder Service in which you or anyone else who uses your account (including children, family and friends) enroll in accordance with this Agreement and any applicable SiteBuilder Services policies. If your account payment fails or your account is past due, (a) you agree to pay all amounts due on your account upon demand, (b) Vox Telecom may collect fees owed using other collection mechanisms and (c) Vox Telecom reserves the right to either suspend or terminate your SiteBuilder Services or your account with Vox Telecom, including deletion of your Website from voxtelecom.co.za. Except as may be set forth herein, any fees charged to your account are non-refundable..

10. CANCELLATION POLICY

Your membership to our SiteBuilder Services will continue until you cancel your subscription. Cancellations will occur at the end of the agreed subscription period. This cancellation policy applies to all SiteBuilder Services.

To cancel your SiteBuilder Service, send a cancellation request to cancel@voxtelecom.co.za.

Initial

11. UPDATING OF SITES

You agree to actively maintain and to update any User Sites you create on a regular basis. Failure to log into the Service or to update a User Site for more than 1 year, may result in Vox Telecom removing or disabling access to such User Site, and will result in the expiry of any unused credits.

12. PROFESSIONAL IMAGES CREDITS TERMS

Vox Telecom provides users access to professional stock images through an integration with Fotolia. By purchasing an image credit(s) and redeem that credit(s) to purchase image(s) you agree to adhere to all of Fotolia's [terms of service](#).

You cannot return or exchange your professional image credit(s) or image(s) purchased with those credits, all sales are final. Credits may only be used to purchase images on the Vox Telecom Service and may not be transferred or resold.

13. MONITORING AND PRIVACY

Vox Telecom reserves the right, but is not obligated, to monitor the use of its servers and related content within user accounts, whether published or unpublished, in the interests of security.

14. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that Vox Telecom owns all right, title, and interest in and to the Site, the Vox Telecom Toolset and/or any content on the Site not posted by a Vox Telecom User and/or an acknowledged third party, including all intellectual property rights (the "Vox Telecom IP"). Vox Telecom IP is protected by South African and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Vox Telecom Web Site or Vox Telecom IP. You also agree that you will not use any robot, spider, other automated device or manual process to monitor or copy any content from the Vox Telecom Web Site or Vox Telecom IP.

15. INDEMNIFICATION

You agree to hold harmless and indemnify Vox Telecom and its subsidiaries, affiliates, officers, agents and employees from and against any third party claim arising from or in any way related to your use of the Vox Telecom Toolset, the Service and/or Vox Telecom Web Site, including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

16. LIMITED WARRANTY

Vox Telecom does not warrant that the Site, the Service, the Vox Telecom Toolset or any user sites will meet your requirements or that the operation thereof will be uninterrupted or error free. The Site, the Service, and the Vox Telecom Toolset are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Site, the Service and the Vox Telecom Toolset is with you. Should any of the foregoing prove defective, you (and not Vox Telecom, its subsidiaries and affiliates) assume the entire cost of all necessary servicing, repair or correction.

17. LIABILITY DISCLAIMER

17.1. The information, content, software, products, and services included in or available through the Site and the Services may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

17.2. Vox Telecom and/or its suppliers may make improvements and/or changes in the Site at any time. Advice received via the Site or any user sites should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

17.3. Vox Telecom and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, safety and accuracy of the information, software, products, services and related graphics contained on site or accessed through the services for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services are related graphics are provided "as is" without warranty or condition of any kind.

17.4. Vox Telecom and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

17.5. To the maximum extent permitted by applicable law, in no event shall Vox Telecom and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site, the Services or the Vox Telecom Toolset, with the delay or inability to use the Site, the Service or the Vox Telecom Toolset, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Site or the Services, or otherwise arising out of the use of the Site or the Services, whether based on contract, tort, negligence, strict liability or otherwise, even if Vox Telecom or any of its suppliers has been advised of the possibility of damages.

17.6. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

17.7. If you are dissatisfied with any portion of the Site, the Services or the Vox Telecom Toolset, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Site, the Services and the Vox Telecom Toolset.

18. SUPPORT CONTACT

help@voxtelecom.co.za or 087 805 0530

19. CONSENT TO DISCLOSE INFORMATION

You acknowledge, consent and agree that Vox Telecom may access, preserve and disclose your account information (including your name and contact information) and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary or appropriate to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Vox Telecom, its users and the public. Please see our Privacy Policy for more information on how we may use and disclose your account information.

20. GOVERNING LAW AND JURISDICTION

20.1. To the maximum extent permitted by law, this agreement is governed by the laws of the Republic of South Africa, and you hereby consent, Pretoria being the exclusive jurisdiction and venue of courts in all disputes arising out of or relating to the use of the Vox Telecom Toolset, the Site or the Service. Use of the Vox Telecom Toolset, the Site or the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

20.2. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Vox Telecom as a result of this agreement or use of the Vox Telecom Toolset.

20.3. The performance of Vox Telecom per this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the right to comply by Vox Telecom with governmental, court and law enforcement requests or requirements relating to your use of the Vox Telecom Toolset or information provided to or gathered by Vox Telecom with respect to such use.

20.4. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

20.5. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Vox Telecom with respect to the Vox Telecom Toolset and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Vox Telecom with respect to the Vox Telecom Toolset.

20.6. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

23. COPYRIGHT

All Content and other material on the Site and the Vox Telecom Toolset are the proprietary property of Vox Telecom or users and are protected by South African and international copyright laws. All rights not expressly granted in these terms are expressly reserved.

24. TRADEMARK

VOX TELECOM, the Vox Telecom logo and any other product or service name or slogan contained in the Site are trademarks of Vox Telecom and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Vox Telecom. You may not use any metatags or any other "hidden text" utilizing "Vox Telecom", trademark or product or service name of Vox Telecom without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Vox Telecom and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Initial