

SecureMail Terms and Conditions

DEFINITIONS: Unless otherwise indicated by the context in which it appears, the following words shall have the meanings assigned below:

“Agreement” means this document together with the Ignite General Terms and Conditions, available at www.ignite.co.za

“Client” means the person(s) on the registered account on the portal

“Fees” means the amounts payable by the Client in accordance with the relevant units or quantities relevant to such Services (such as number of Users, gigabytes etc) as specified in the Proposal; –

“Upfront Fees” means fees payable by the Client prior to the commencement of the Services and as otherwise agreed to by the Parties; –

“Monthly Fees” means fees payable by the Client monthly in advance unless otherwise agreed to by the Parties in writing; –

“Annual Fees” means fees payable by the Client annually in advance unless otherwise agreed to by the Parties in writing;

“Proposal” means the Proposal submitted to the Client by the Service Provider and the Proposal Summary which records the material terms of the Services as agreed to by the Parties and signed by the Parties;

“Service” means current and future active Service(s) rendered by SYNAQ to the Client as set out in the Proposal and the Annexures to this Agreement;

“Users” means the Client’s personnel or other specified persons permitted to access or use the Services and restricted in number but subject to change from time to time, the accurate number of permitted persons may be requested from SYNAQ from time to time;

Charges and Payment

Secure Mail will be billed monthly in advanced based on the number of active users.

An active user is defined as any email address on the clients domain which receives 22 or sends 1, clean (any email not blocked as SPAM or harmful by the service) within that months billing period.

Termination

The duration of each of the Services shall initially be chosen by the Customer and shall endure for a 1 (one) month rolling period until terminated by either party on 30 (thirty) days' notice.

SMTP AUTHENTICATION REQUIREMENTS

Secure Mail offers its clients two methods of SMTP Authentication for outgoing email transmission, namely:

1. SMTP Authentication with a Username and Password. This method is normally implemented using a Smart Host configuration implemented on the client's on-premise email services, but in certain circumstances it may be implemented on a per-sending user basis.

2. IP Address Authentication, where a client's provisioned email domain or domains are allowed to relay mail outbound from a client's static public IP Address or range of IP Addresses, without the need to use SMTP Authentication (as in 1 above).

MINIMUM REQUIREMENTS FOR SMTP AUTHENTICATION WITH USERNAME AND PASSWORD PER SENDER ADDRESS

Secure Mail requires that clients create SMTP Authentication passwords using at a minimum, the following password policy:

- Minimum password length = 8
- Minimum upper case characters = 1
- Minimum lower case characters = 1
- Minimum punctuation symbols = 1
- Minimum numeric characters = 1

SENDER VERIFICATION ON THE CLIENT'S SERVER

When using either of these methods the client's mailbox server must support Sender Verification in the form of a SMTP Protocol lookup, to confirm a sender is indeed a valid and real mailbox or email alias on their mailbox server.

SMTP TRANSMISSION LIMITS

Secure Mail is not a bulk email service. However, SYNAQ will allow its clients, on a case-by-case basis, to declare named bulk-sending email addresses. In such cases, SYNAQ will then engage in negotiations with the client to provide specialised bulk mail routing for these accounts to ensure the client's business needs are met while the Secure Mail system as whole and its other clients are not adversely affected.

SMTP - MESSAGE RECIPIENT LIMITS

- No more than 50 recipients per message.
- No more than 200 recipients per sender address per 5 minutes.

SMTP - MAIL SUBMISSION RATE LIMITS:

Mail throttling, (implemented as a SMTP temporary defer) is enforced by Secure Mail when the following submission rates are exceeded:

- Submission exceeds 200 emails per sending host per 5 minutes.
- Submission exceeds 200 emails per sender address per minute

USE OF EMAIL ADDRESS LISTS

SYNAQ will not discourage the use of sending to email address lists, provided that all lists only consist of valid and legitimate contacts and do not contravene the Unsolicited Bulk Email (UBE) or Unsolicited Commercial Email (UCE) regulations as stipulated in the AUP. Any sending address or SMTP username which routinely, or excessively exceeds the threshold for invalid recipient addresses will be considered as sending UBE or UCE, and the account will be locked out to protect other users and to protect the integrity of the Secure Mail service.

SMTP - INVALID RECIPIENT LIMITS

- No more than 2 invalid recipients per message.
- No more than 10 invalid recipients per sender address per 5 minutes.

DOMAIN RELAY LIMITS

Secure Mail will only relay email for domains that are owned by and registered to the client.

Secure Mail will not relay any Freemail or Internet Service Provider generic domains E.g. gmail.com, yahoo.com, hotmail.com, telkomsa.net, webmail.co.za etc.