



Product Terms

Dial Up

MWEB DIAL-UP Service Terms

1. Introduction

- 1.1 By using or subscribing to the Service you agree that you have read, understand and are bound by the General Terms and Conditions and other notices under “General” on our Legal notices webpage and the terms that apply specifically to the Dial-Up Service, set out herein and on our website and any other terms that may apply, including the Mailbox Terms and Conditions (collectively “**the Terms**”).
- 1.2 Your use of the Dial-Up Service indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and MWEB. If you do not want to be bound by the Terms, you must not use or subscribe to the Dial-Up Service.
- 1.3 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

2. Interpretation

- 2.1 In these Dial-Up Service Terms:
 - 2.1.1 “**Dial-Up Service**” means the provisioning of the dial-up services that enables you to send and receive data and email and to access the Internet using an analogue or ISDN line provided by Telkom.
 - 2.1.2 “**Telkom**” means Telkom SA Limited and/or its successors.

3. Dial-Up Service

- 3.1 In order to utilise the Dial-Up Service, you need either an analogue or an ISDN line. The analogue or the ISDN line is not included in the Dial-Up Service and you are required to obtain it at your own cost from Telkom. You also require a [Modem](#).
- 3.2 You acknowledge that a telephone line (analog or ISDN) is provided to you in terms of an agreement between yourself and your telephone network operator. MWEB is not a party to that agreement and only serves to provide you with access to the Dial-Up Service. MWEB is not liable for any act or omission on the part of you telephone network operator, which may affect the Dial-Up Service.

4. Billing

- 4.1 You will pay the Service Fee to MWEB monthly in advance by way of debit order, or such other manner as agreed, on the last working day of each and every calendar month.
- 4.2 Billing will commence on the Activation Date.
- 4.3 If you signed up or switched over to the Dial-up Service in the middle of any calendar month, your first bill will include a pro-rata portion for the remaining period of the month in which you signed up plus the Service Fee for the following month.



Product Terms

Dial Up

4.4 MWEB will debit your account on the first debit order run after you signed up. Should you sign up after the debit order run date, MWEB will only debit your account on the following debit order run and your first bill will include a pro-rata portion for the remaining period of the month in which you signed up, plus the Service Fee for the current month, plus the Service Fee for the following month. In other words, you will pay the pro-rata portion plus two months' Service Fee on the next debit order run.

4.5 You will be liable for all telephone rental and call charges, directly to Telkom.

5. Duration and termination of the Agreement

5.1 This Agreement commences on the Effective Date and will terminate:

5.1.1 in the case of a **Fixed Term Agreement**: upon the expiry of the fixed term period selected by you or indicated on the Application Form starting from the Activation Date ("the Initial Period"). At the end of the Initial Period, the Agreement will automatically renew and will continue on a monthly basis ("the Renewal Period"). You may terminate the Agreement during the Renewal Period by giving us written notice of 1 (one), 2 (two) or 3 (three) calendar month's, depending on the specific notice period set out in the Application Form, which notice will take effect on the first day of the month immediately following the end of the applicable notice period; or

5.1.2 in the case of a **month to month** arrangement: upon receipt in writing from you of 1 (one) calendar month's written notice, which notice will take effect on the first day of the month immediately following the end of the notice period;

5.1.3 on the date specified in a notice in writing from us which we may give to you in the event of the termination of the agreement between us and any of our upstream providers, relating to the ADSL Service.

5.2 You agree to pay the Service Fee for the remainder of any fixed term, as well as any other amounts due by you to us under this Agreement, in the event of the early termination by you of the Fixed Term Agreement. Early termination will be accepted on 30 (thirty) days prior written notice to us.

5.3 We reserve the right to suspend the provisioning of the ADSL Service to you in the event of a breach by you of the Agreement, or as a result of your non-payment to Telkom of any amounts due to Telkom in respect of your Telkom Telephone Service. You will, however, under these circumstances be able to be reconnected to the ADSL Service upon payment of a re-activation fee.

5.4 We will always use reasonable endeavors to notify you in advance of the suspension or termination of the ADSL Service as contemplated above.

5.5 You indemnify us against any damage, loss, cost or claim which you may suffer or incur arising from the suspension or termination of the ADSL Service.

6. Disclaimer



Product Terms

Dial Up

- 6.1 We may use or rely on upstream providers to provide the Service or certain portions thereof. We accordingly provide the Service subject to the limitations and terms imposed on us by such upstream providers, which includes the actual availability of the upstream provider's network.
- 6.2 We will always try to provide the Service to the best of our ability. However, we provide the Service "as is" and "as available" and do not warrant or guarantee that the Service is free of errors or interruptions, is always available, is fit for any purpose, does not infringe any third party rights, is secure and reliable, or will conform to your delivery timeline requirements.
- 6.3 You understand that a telephone line is provided to you in terms of an agreement between yourself and your telephone network operator. MWEB is not a party to that agreement and serves to provide you with access to the Internet only. You accordingly agree not to hold MWEB liable for any act or omission, including negligence on the part of your telephone network operator, which may affect the Service, be it direct or indirect.

7. Limitation of Liability

- 7.1 You subscribe to and use the Service at your own risk.
- 7.2 We are not liable to you or any third party for, and you hold us harmless and indemnify us against, any damages suffered by you or a third party howsoever arising from your Subscription to or use of the Service, including (without limitation) any damages suffered by you due to:-
- 7.2.1 any interruption of or error in the Service; or
- 7.2.2 our failure to fulfill our obligations as a result of uncontrollable events, including without limitation upstream provider's neglect, failure or refusal to make, or to continue to make, any service available to us.
- 7.3 In this clause 7:
- 7.3.1 damages means all damages of whatsoever nature and includes (without limitation) all damages, loss, claims or costs, including (without limitation) loss of data, profits or custom, or loss of current or future business whether in contract, delict or otherwise, direct, indirect, special or consequential, foreseeable or not and we were advised of the damages in advance or not; and
- 7.3.2 uncontrollable events means any circumstances beyond our reasonable control, including without limitation, an act of God, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party' including without limitation, Telkom.

8. Termination of Network Operator Agreement



Product Terms

Dial Up

8.1 You agree that if the agreement between MWEB and any of its upstream service providers terminates then MWEB may, at its discretion:

8.1.1 terminate the provisioning of the Service without liability to you on notice in writing;

8.1.2 transfer the provisioning of the Service to a third party service provider and assign this Agreement to such third party; or

8.1.3 assign this Agreement to the upstream service provider.

9. Acceptable Use Policy

9.1 You will only use the Service for purposes that are lawful and for which it was designed.

9.2 You will not use the Service, directly or indirectly, in a way that:

9.2.1 is harmful, obscene, discriminatory, defamatory or illegal;

9.2.2 constitutes hate speech, incitement to commit criminal acts, or invasion of privacy; infringes copyright or other intellectual property rights;

9.2.3 spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;

9.2.4 interferes with any third party's use of the Service;

9.2.5 transmits unsolicited bulk messages ("spam");

9.2.6 unlawfully obtain information about or from third parties;

9.2.7 otherwise breaches the Terms or the Agreement; or

9.2.8 in MWEB's sole discretion constitutes abuse of the Service or of MWEB's systems.

9.3 We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.

9.4 We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.

9.5 We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the Service.

9.6 We are committed to provide you with an uninterrupted Service. However, we can not guarantee that the Service will always be available.

9.7 If the Service is used in a way that we, in our sole discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may



Product Terms

Dial Up

include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the Services or your account.
