



Product Terms

Fixed IP ADSL

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to the Fixed IP ADSL Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
 - 1.3.2 the Product Terms set out herein;
(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of the Fixed IP ADSL indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.5.1 “**ADSL**” means the: (i) Internet access provided by MWEB Business to Customer to send and receive data and e-mail via an ADSL Line which Services are provided in accordance with the selections as indicated by Customer in the Application Form under such heading or description but subject to any applicable Rate Limit;
 - 1.5.2 “**ADSL Line**” Asymmetric Digital Subscriber Line provided by Telkom in accordance with the Telkom’s PSTN license (including any conversion of that licence in terms of section 93 of the Electronic Communications Act) and the provisions of the Electronic Communications Act at Customer’s cost;
 - 1.5.3 “**ADSL Line Rental Agreement**” means the agreement signed by Customer which authorizes MWEB Business to apply for the ADSL Line in Customer’s name as envisaged in clause 6 below, which will be accessed and used by Customer;
 - 1.5.4 “**Application Form**” means the application form completed and signed by Customer for the initiation of Fixed IP ADSL, as same may be amended from time to time in terms of the Agreement;
 - 1.5.5 “**Equipment**” means depending on the Customer’s selections as indicated by Customer in the Application Form under the heading or description of Fixed IP ADSL the router owned by MWEB Business and rented to Customer in terms of the Product Terms for Equipment Rental and shall include any software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;



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- 1.5.6 **“Fixed IP ADSL”** means either the Fixed IP ADSL - Fibre or Fixed IP ADSL – Satellite Services MWEB Business renders to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description comprising of (i) Unlimited Access via an ADSL Line installed at Customer’s premises as selected by Customer in the Application Form; (ii) the rental of a Equipment; (iii) Mailbox and (iv) if selected the number of Static IP addresses, as stipulated in the Application Form;
- 1.5.7 **“Fixed IP ADSL – Fibre”** means the Fixed IP ADSL Services selected by Customer in the Application Form which MWEB Business shall provide to Customer via fibre as envisaged in clause 7 below;
- 1.5.8 **“Fixed IP ADSL – Satellite”** means the Fixed IP ADSL Services selected by Customer in the Application Form which: (i) comprises of the 100GB international satellite; (ii) MWEB Business shall provide to Customer via satellite as envisaged in clause 8 below;
- 1.5.9 **“General Terms”** means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading “General Terms”;
- 1.5.10 **“Mailbox”** has the meaning ascribed to it in the Product Terms applicable to Mailbox, which can be found under the name Mailbox at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. Such Services are provided in accordance with the Customer’s selections as indicated by Customer in the Application Form and subject to the Mailbox Product Terms, but with the exclusion of the duration clause;
- 1.5.11 **“Mailbox Product Terms”** means the terms and conditions applicable to the provision of the Mailbox to Customer, which can be found under the name “Mailbox” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> and under the heading “Product Terms”. The Product Terms for Mailbox will be deemed to form part of the Agreement for this purpose;
- 1.5.12 **“POTS”** means the plain old telephone service plain old telecommunication service;
- 1.5.13 **“Premises”** means the Customer’s premises specified in the Application Form at which the Equipment will be installed;
- 1.5.14 **“Product Terms for Equipment Rental”** means the terms and conditions applicable to the rental of the Equipment, which can be found under the name “Equipment Rental” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> and under the heading “Product Terms”. The Product Terms for Equipment Rental will be deemed to form part of the Agreement for this purpose;
- 1.5.15 **“Rate Limit”** means subject to the provisions of Fixed IP ADSL and/or the Agreement, the dropping of the ADSL Line speed from Customer’s current ADSL Line speed to another ADSL Line speed;



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1.5.16 "**Static IP (Internet Protocol)**" means the same IP address used by the computer every time it connects to the network; "**Telkom**" means Telkom SA Limited and/or its successors; and

1.5.17 "**Unlimited Access**" means subject to the provisions of Fixed IP ADSL and/or the Agreement an unlimited amount of data of whatever nature downloaded, uploaded and/or transmitted, to and from an ADSL Line connected to a Fixed IP ADSL, which includes e-mail.

2. DURATION

- 2.1 Fixed IP ADSL shall commence with effect from the date of activation of the Fixed IP ADSL by MWEB Business and endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the "**Initial Period**"). Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Either Party may terminate Fixed IP ADSL at the end of the Initial Period by giving the other Party 3 (three) calendar months written notice of termination prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, Fixed IP ADSL shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Fixed IP ADSL on 3 (three) calendar months written notice to the other to that effect.
- 2.4 In the event of a termination, Customer's use of Fixed IP ADSL shall be deemed terminated. However, in the event that Customer logs on to Fixed IP ADSL following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate Fixed IP ADSL without notice to Customer.
- 2.5 To the extent that Fixed IP ADSL provided to Customer is suspended by MWEB Business in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of Fixed IP ADSL, but Customer shall still be liable to pay the Service Fees during such suspension.
- 2.6 For the purposes of clarity, Customer acknowledges that the duration of the Product Terms Equipment Rental and Mailbox Product Terms shall be the duration of the Fixed IP ADSL Product Terms and any termination of the Fixed IP ADSL Product Terms will subject to the Agreement, terminate the Product Terms Equipment Rental and Mailbox Product Terms.

3. SERVICE FEES

- 3.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.



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4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Fixed IP ADSL on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Fixed IP ADSL.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that Fixed IP ADSL is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that Fixed IP ADSL is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that Fixed IP ADSL is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Fixed IP ADSL and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Fixed IP ADSL by other customers; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures, which includes telecommunication links and line failures; (iv) operating systems; (v) access technology failures; (vi) quality of service of telecommunication links or lines; (vii) atmospheric conditions including without limitation, bad weather conditions and/or other causes of interference; (viii) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on Fixed IP ADSL; (ix) any other action, omission and/or failure not within MWEB Business' control which has an impact on Fixed IP ADSL.

5. ADSL LINE AND TELKOM (IF SELECTED)

- 5.1 Customer acknowledges that:
 - 5.1.1 ADSL Line and the Equipment are required to enable MWEB Business to supply Fixed IP ADSL and it is not included in Fixed IP ADSL Services;
 - 5.1.2 ADSL Lines are not available everywhere and it is Customer's responsibility to ensure that an ADSL Line is available for installation, before Customer subscribes to Fixed IP ADSL;
 - 5.1.3 he/she/it shall be solely responsible to apply, install and maintain the ADSL Line as well as all costs and charges relating thereto. Customer acknowledges further that its failure to do so will have a material impact on MWEB Business' ability to provide Fixed IP ADSL;
 - 5.1.4 it shall be solely responsible for complying with all terms and conditions and/or limitations imposed by Telkom on ADSL Line;



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5.1.5 he/she/it may not terminate the Fixed IP ADSL other than as contemplated in clause 2 or in terms of clause 7.11 of the General Terms where clause 7.11 of the General Terms is of application to Customer should such ADSL Line not be available to Customer at any stage during the term of the Fixed IP ADSL for any reason whatsoever.

5.2 Customer acknowledges that MWEB Business uses Telkom's network and/or MWEB Business' upstream provider's network to provide Fixed IP ADSL. Fixed IP ADSL is therefore provided subject to the limitations and terms imposed by Telkom upon MWEB Business in this regard, which includes without limitation: (i) limitations on bandwidth; (ii) the amount of data/e-mail that may be sent during a given period of time; and/or (iii) all data of whatever nature downloaded, uploaded and/or transmitted to and from the ADSL Line via Fixed IP ADSL. Should Telkom amend any of the said terms and/or conditions, which may have an impact on Fixed IP ADSL, then MWEB Business may amend Fixed IP ADSL accordingly or terminate Fixed IP ADSL without liability of whatsoever nature, provided that it uses its reasonable endeavours to provide Customer with reasonable notice of such amendments or termination.

5.3 Should Telkom discontinue ADSL Line service with Customer for any reason whatsoever Customer will only be able to terminate Fixed IP ADSL in accordance with these Product Terms.

6. ADSL LINE AND TELKOM / MWEB BUSINESS' SERVICE PROVIDER (IF SELECTED)

6.1 Customer acknowledges and agrees that:

6.1.1 ADSL Line and the Equipment are required to enable MWEB Business to supply Fixed IP ADSL and it is not included in Fixed IP ADSL Services;

6.1.2 in order to have access to Fixed IP ADSL, an ADSL Line which is not included in Fixed IP ADSL is required and Customer by signing the Application Form, authorizes MWEB Business to apply for the ADSL Line from Telkom on Customer's behalf and in Customer's name for access and/or use of the Fixed IP ADSL. For the avoidance of doubt, Customer acknowledges that:

6.1.2.1 MWEB Business shall only apply for the ADSL Line as envisaged herein if Customer has selected this on the Application Form; and



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6.1.2.2 upon receipt of the duly signed Application Form (specifying the abovementioned authority), MWEB Business shall apply for the ADSL Line on Customer's behalf and manage Customer's relationship with Telkom. The Parties shall for these purpose further complete and sign an agency agreement in terms of which MWEB Business will be appointed as an agent to perform and take all necessary actions, on behalf of Customer, with regard to the provision of the ADSL Line. MWEB Business as the duly appointed agent of Customer will complete all the necessary applications and do all things necessary to lease the ADSL Line from Telkom on behalf of Customer to enable MWEB Business to provide Fixed IP ADSL to the Customer. Customer however acknowledges that he/she/it shall be solely responsible for the costs and charges relating to the ADSL Line and to adhere to Telkom's standard terms and conditions relating to the access and/or use of such ADSL Line.

6.2 Customer acknowledges and agrees that:

6.2.1 ADSL Lines are not available everywhere and it is Customer's responsibility to ensure that any such ADSL Line required is available for installation, before Customer subscribes to Fixed IP ADSL;

6.2.2 even though MWEB Business applies for the ADSL Line on behalf Customer, Customer shall always be responsible for necessary, reasonable and actual costs incurred by MWEB Business for the application, installation and maintenance of the ADSL Line. Customer acknowledges further that its failure to pay such costs will have a material impact on MWEB Business' ability to provide Fixed IP ADSL Services;

6.2.3 he/she/it shall be solely responsible for complying with all terms and conditions and/or limitations imposed by Telkom on the ADSL Lines;

6.2.4 he/she/it may not terminate Fixed IP ADSL, other than as contemplated in clause 2 or in terms of clause 7.11 of the General Terms where clause 7.11 of the General Terms is of application to Customer, should such ADSL Lines not be available to Customer at any stage during the term of Fixed IP ADSL Services for any reason whatsoever;

6.2.5 MWEB Business uses Telkom's network and/or MWEB Business' upstream provider's network to provide Fixed IP ADSL. Fixed IP ADSL is therefore provided subject to the limitations and terms imposed by Telkom and/or MWEB Business' upstream provider upon MWEB Business in this regard, which includes without limitation, limitations on bandwidth and/or any and all data of whatever nature downloaded, uploaded and/or transmitted, to and from an ADSL Line via Fixed IP ADSL, which includes e-mail, during any given period of time. Should Telkom or MWEB Business' upstream provider amend any of the said terms and/or conditions, which may have an impact on Fixed IP ADSL then MWEB Business may amend Fixed IP ADSL accordingly or terminate Fixed IP ADSL without liability, provided that it uses its reasonable endeavours to provide Customer with reasonable notice of such amendments or termination.



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7. TERMS AND CONDITIONS SPECIFIC TO FIXED IP ADSL - FIBRE (IF SELECTED)

- 7.1 MWEB Business shall provide Customer with Fixed IP ADSL - Fibre via the Equipment installed on Customer's Premises and the number of usable Static IP Addresses (limited to a maximum of 4 Static IP Addresses), as specified on the Application Form, to be configured on the Equipment.
- 7.2 Customer acknowledges and agrees that:
- 7.2.1 the nature and specifications of Fixed IP ADSL - Fibre is known to Customer and Customer accepts that it is suitable for the purpose it is intended and will be used;
- 7.2.2 Fixed IP ADSL - Fibre is a fibre service;
- 7.2.3 Fixed IP ADSL – Fibre is a best effort service;
- 7.2.4 he/she/it shall use Fixed IP ADSL - Fibre only for the purposes it was designed;
- 7.2.5 should he/she/it use the Fixed IP ADSL - Fibre in excess of his/her/its current package size, Customer's ADSL Line speed shall automatically be reduced to 128kbps without notice; and
- 7.2.6 Fixed IP ADSL – Fibre is depended on the ADSL Line from Telkom and Customer will therefore only be able to receive up-to 4Meg line speed.
- 7.3 Without limiting the generality of the General Terms and Use Policies, Customer undertakes to use Fixed IP ADSL - Fibre solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license Fixed IP ADSL - Fibre in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

8. TERMS AND CONDITIONS SPECIFIC TO FIXED IP ADSL – SATELLITE (IF SELECTED)

- 8.1 MWEB Business shall provide Customer with Fixed IP ADSL – Satellite via Equipment installed on the Premises and shall, if selected, provide Customer with the number of public IP Addresses, as specified on the Application Form, to be configured on the Equipment.
- 8.2 Customer acknowledges and agrees that the nature and specifications of Fixed IP ADSL - Satellite are known to Customer and accepts that it is suitable for the purpose it is intended and will be used;
- 8.3 Customer acknowledges that:
- 8.3.1 Fixed IP ADSL – Satellite will be provided via a satellite service and therefore has higher latency to that of fibre, unless specified otherwise in the Application Form;
- 8.3.2 Fixed IP ADSL – Satellite is a best effort service;
- 8.3.3 the quality of the Fixed IP ADSL – Satellite may be affected by atmospheric conditions which includes without limitation bad weather conditions and other causes of interference;
- 8.3.4 it shall use Fixed IP ADSL – Satellite only for the purposes it was designed;



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- 8.3.5 Fixed IP ADSL - Satellite allows Customer Unlimited Access, but Customer shall not use Fixed IP ADSL – Satellite in a manner that will affect other customer's access, use and/or enjoyment of Fixed IP ADSL - Satellite; and
- 8.3.6 MWEB Business is entitled in its own discretion to monitor Customer's usage and to limit the Unlimited Access without notice should MWEB Business, in its sole discretion, deem it appropriate under the circumstances.
- 8.4 If Customer has selected Fixed IP ADSL - Satellite in the Application Form, Customer acknowledges and agrees that:
- 8.4.1 Fixed IP ADSL - Satellite is dependant on the ADSL Line from Telkom and will therefore only be able to receive up-to 4Meg line speed; and
- 8.4.2 should he/she/it use the Fixed IP ADSL – Satellite in excess of his/her/its current package size, Customer's ADSL Line speed shall automatically be reduced to 128kbps without notice; and
- 8.4.3 Fixed IP ADSL – Fibre is depended on the ADSL Line from Telkom and Customer will therefore only be able to receive up-to 4Meg line speed.
- 8.5 Without limiting the generality of the General Terms and Use Policies, Customer undertakes to use Fixed IP ADSL – Satellite solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license Fixed IP ADSL - Satellite in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

9. RATE LIMIT

- 9.1 Customer acknowledges and agrees that:
- 9.1.1 Fixed IP ADSL usage shall be limited to the Fixed IP ADSL package selected by Customer in the Application Form;
- 9.1.2 should he/she/it exceed his/her/its Fixed ADSL package, Customer's ADSL Line speed shall be automatically dropped to 128kbps ADSL Line speed;
- 9.1.3 he/she/it shall be entitled to upgrade his/her/its current Fixed IP ADSL package to a higher Fixed IP ADSL package at any time via MWEB Business' sales consultant which package shall only be activated upon submission and approval by MWEB Business of the duly completed Application Form;
- 9.1.4 he/she/it is not allowed to downgrade the Fixed IP ADSL package to a lower Fixed IP ADSL package during the Initial Period and/or the renewal term, any such downgrade during the Initial Period and/or renewal term shall be approved by MWEB Business subject to MWEB Business's right to claim immediate payment of all outstanding charges due to MWEB Business plus a cancellation fee equal to the remainder of all Service Fees and/or charges that would have become due and payable for the unexpired portion of the Initial Period and/or renewal term.



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10. IMPROPER USE OF FIXED IP ADSL AND TERMINATION RIGHTS

10.1 Customer acknowledges and agrees that (without limiting the generality of the General Terms and the Use Policies) it shall:

10.1.1 use Fixed IP ADSL Services only for the purposes it is designed;

10.1.2 not use Fixed IP ADSL Services directly or indirectly in such a manner that it interferes with any third party's use of Fixed IP ADSL; and

10.1.3 use Fixed IP ADSL Services solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license Fixed IP ADSL in whole or in part in any manner whatsoever to any third party without MWEB Business' prior written consent.

10.2 Customer agrees that MWEB Business shall have the right to limit the amount of data and/or email Customer sends during intervals.

10.3 In addition to the Use Policies, Customer agrees not to (nor to authorise or permit any other person to) use Fixed IP ADSL and/or MWEB Business's network:

10.3.1 in a manner which is offensive, unlawful, in breach of codes of conduct binding on MWEB Business, in violation of legislation (including regulations) or the common law generally, in violation of the requirements and rules of any regulatory authority or in a manner which may cause harm to the name, goodwill and reputation of MWEB Business, its affiliates, and its business partners;

10.3.2 to engage in any abuse of e-mail or spamming, which shall include, but is not limited to the posting or cross posting of unsolicited articles with the same message (or substantially the same message) to an unacceptably high number of e-mail and newsgroup recipients that did not request to receive such messages;

10.3.3 to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights;

10.3.4 to post or transmit any message, data, image or programme which is illegal, offensive, threatening, abusive, harassing, harmful or hateful;

10.3.5 to post or transmit any message, data, image or programme which violates the intellectual property rights of others;

10.3.6 to post or transmit any file which contains viruses or any other destructive features, regardless of whether or not damage is intended by the Customer;

10.3.7 to compromise the security or tamper with system resources or account(s) on computer(s) at MWEB Business, or at any other site; and/or



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10.3.8 to violate the privacy of any person, which shall include but shall not be limited to, hacking.

11. MAILBOX

11.1 A Mailbox shall be included in these Fixed IP ADSL Services and Customer agrees to use such Mailbox in accordance with the Mailbox Product Terms.