



## Product Terms

### OfficeCall 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 This agreement comprises these Product Terms, the General Terms and, if applicable, the attached Quotation and Consumer Notice.
- 1.3 By using or subscribing to OfficeCall ADSL you agree that you have read, understand and are bound by:
  - 1.3.1 the General Terms and Conditions and other notices under “General” on our Legal Notices Webpage; and
  - 1.3.2 these terms that apply specifically to OfficeCall ADSL, (collectively “the Terms”).
- 1.4 Your use of OfficeCall ADSL indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and MWEB Business.
- 1.5 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.
- 1.6 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
  - 1.6.1 “**ADSL Line**” means an Asymmetric Digital Subscriber Line provided to Customer and/or User by Telkom in accordance with its 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 (whichever the case may be);
  - 1.6.2 “**ADSL Service**” means the Internet access provided by MWEB Business and/or another Internet service provider to send and receive data, including voice telecommunication calls via an ADSL Line;
  - 1.6.3 “**Application Form**” means the application form completed and signed by Customer for the initiation of OfficeCall ADSL, as same may be amended from time to time in terms of the Agreement;
  - 1.6.4 “**Call Charges**” mean the charges for voice telecommunication calls when using OfficeCall ADSL, which charges depend on various circumstances, including the type, duration, manner and destination of voice telecommunication calls. Such charges are available at <http://www.mwebbusiness.co.za/products.aspx?ParentID=32&MenuID=196> and shall be deemed to form part of the Service Fees. Such Call Charges may vary from time to time and Customer is referred to <http://www.mwebbusiness.co.za/products.aspx?ParentID=32&MenuID=196> for the latest applicable Call Charges;
  - 1.6.5 “**Equipment**” means the equipment, which forms part of OfficeCall ADSL, which is either:
    - 1.6.5.1 rented by MWEB Business to Customer during the Initial Period of OfficeCall ADSL, subject to the Equipment Rental Product Terms; or
    - 1.6.5.2 purchased from MWEB Business by Customer, subject to the Equipment Purchase Product Terms,depending on Customer’s selection, as indicated on the Application Form;
  - 1.6.6 “**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.aspx> under the heading General Terms;
  - 1.6.7 “**Network**” means the MWEB Business’ network used to provide OfficeCall PABX which includes without limitation the VoIP Platform, computer systems and/or all related networking components attached to the system;
  - 1.6.8 “**OfficeCall ADSL**” means the Services MWEB Business renders to Customer in accordance with Customer’s selections, as indicated in the Application Form under such heading or description comprising of (i) voice telecommunication services via an ADSL Service to make and receive voice



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telecommunication calls via the Network following the Transmission Path; and (ii) depending on Customer's selection the rental or purchase of Equipment;

- 1.6.9 **"Equipment Rental Product Terms"** means the terms and conditions applicable to the rental of the Equipment, if selected, which can be found under the name "Equipment Rental" at <http://www.mwebbusiness.co.za/legal.aspx> under the heading Product Terms. The Equipment Rental Product Terms will be deemed to form part of the Agreement for this purpose.
- 1.6.10 **"Equipment Purchase Product Terms Product Terms"** means the terms and conditions applicable to the purchase of the Equipment, if selected, which can be found under the name "Equipment Purchase" at <http://www.mwebbusiness.co.za/legal.aspx> under the heading Product Terms. The Equipment Purchase Product Terms Product Terms will be deemed to form part of the Agreement for this purpose.
- 1.6.11 **"Telkom"** means Telkom SA Limited and/or its successors;
- 1.6.12 **"Transmission Path"** means the data path a voice telecommunication call follows between the PABX, Equipment, routers/modems, the internet, telecommunication service providers and carriers, the Network and VoIP Platform via an ADSL line to enable end to end voice telecommunication call connectivity; and
- 1.6.13 **"VoIP Platform"** means the software and hardware forming part of the Network, which MWEB Business uses to grant Customer access to OfficeCall ADSL and/or to do provisioning for same.

## 2. DURATION

- 2.1 OfficeCall ADSL shall commence with effect from the date of activation of the OfficeCall ADSL by MWEB Business and endure for an initial period of 1 (one) year (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 OfficeCall ADSL at the end of the Initial Period by giving the other Party at least 3 (three) calendar months written notice 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, OfficeCall ADSL shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate OfficeCall 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 OfficeCall ADSL shall be deemed terminated. However, in the event that Customer logs on to OfficeCall 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 OfficeCall ADSL without notice to Customer.
- 2.5 To the extent that OfficeCall ADSL provided to Customer is suspended by MWEB Business in terms of clause 9.12 of the General Terms or for any other reason whatsoever, Customer acknowledges that it will forfeit its access to and/or use of OfficeCall ADSL, but Customer shall still be liable to pay the Service Fees during such suspension.

## 3. SERVICES FEES

- 3.1 Customer shall pay MWEB Business the Services Fees specified in the application form (which might include the Application Form, as defined) in accordance with the provisions set out in the General Terms, provided that Call Charges shall be charged in arrears. Service Fees for OfficeCall ADSL shall only be payable by way of debit order.
- 3.2 If the NCA applies to this agreement, the portion of the Service Fees which shall be allocated to the instalment sale of the Equipment if the Equipment is rented in terms of clause 1.6.5.1 above and the portion of the Service Fees which shall be allocated for the provision of the OfficeCall ADSL service shall



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be disclosed in a quotation.

- 3.3 Where the NCA applies to this agreement, the Service Fee shall be reduced by the portion allocated to the instalment sale of the Equipment if the “settlement amount” is paid by Customer prior to the expiry of the period specified in the Application Form.
- 3.4 The “settlement amount” will consist of the following:
  - 3.4.1 the unpaid balance of the selling price of the Equipment;
  - 3.4.2 the unpaid interest charges;
  - 3.4.3 all other fees payable by Customer up and to the settlement date.
- 3.5 Where the NCA applies to this agreement, Customer may, at any time, without notice or penalty, prepay any amount owed to MWEB Business under this agreement. MWEB Business will credit each payment made by Customer first to satisfy any due or unpaid interest charges; secondly, to satisfy any due or unpaid fees or charges; and thirdly, to reduce the amount of the principal debt. In such instances the Service Fee shall be reduced proportionately.



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- 3.6 MWEB Business shall, at the location as directed from time to time, provide Customer with an online facility to view itemised Call Charges, specifying the: (i) number called by Customer using OfficeCall ADSL; (ii) the duration of such voice telecommunication call; and (iii) the Call Charges applicable to such voice telecommunication call.
- 3.7 Customer shall (subject to Customer's credit vetting approval), have an automatic credit limit of R 5000.00 for Call Charges, which credit limit may be amended by agreement between the Parties, either in writing or electronically on the systems MWEB Business may provide for that purpose, as the case may be, from time to time. In the event that Customer's credit vetting is not approved, MWEB Business shall at its own discretion allocate a lower credit limit for Call Charges which credit limit shall not be less than R 1000.00. Customer agrees that such amendment shall be seen as an amendment to the Agreement and the terms and conditions of the Agreement, including these OfficeCall ADSL Product Terms. The Agreement shall at all times include such amendments without specifically referring to them at the time.

#### 4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with OfficeCall ADSL on a 24 (twenty four) hour per day basis on each and every day for the continued duration of OfficeCall ADSL.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that OfficeCall 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 OfficeCall 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 also acknowledges that various components of the Transmission Path is not within MWEB Business' control. Customer therefore agrees that OfficeCall 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 OfficeCall ADSL and further that these circumstances and/or events are beyond MWEB Business control: (i) use of OfficeCall 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) mobile telecommunication service operator failures; (v) mobile network failures; (vi) operating systems; (vii) access technology failures; (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 OfficeCall ADSL; and (ix) any other action, omission and/or failure not within MWEB Business' control which has an impact on OfficeCall ADSL.

#### 5. TERMS AND CONDITIONS SPECIFIC TO OFFICECALL ADSL

- 5.1 Customer acknowledges and agrees that the nature and specifications of OfficeCall ADSL including the Equipment is known to Customer and accepts that it is suitable for the purpose it is intended and will be used.
- 5.2 Customer shall only use OfficeCall ADSL to make and/or receive voice telecommunication calls, but acknowledges and agrees that outgoing voice communication calls made with OfficeCall ADSL are limited to calls where Call Charges are applicable, which shall include such voice communication calls to which a zero rate applies in terms of the Call Charges.
- 5.3 Customer acknowledges that an ADSL Line and ADSL Service is a prerequisite for the use of OfficeCall ADSL and is not included in OfficeCall ADSL. It is Customer's responsibility to acquire an ADSL Line and ADSL Service and Customer may not terminate OfficeCall ADSL, other than as contemplated in clause 2 above or in terms of clause 7.11 of the General Terms where clause 7.11 is of application to Customer, should such Services not be available to Customer at any stage during the term of OfficeCall ADSL for any reason whatsoever.
- 5.4 Included in OfficeCall ADSL is the rental or purchase of the Equipment. Notwithstanding anything to the contrary contained in the Equipment Rental Product Terms or Equipment Purchase Product Terms,



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whichever one applies, the Customer shall:

- 5.4.1 be responsible for the installation of the Equipment;
  - 5.4.2 ensure that such installation is in accordance with the supplier's instructions;
  - 5.4.3 ensure that the usage of such Equipment is in accordance with the supplier's instructions and will not contravene and/or void the supplier's warranty or guarantee. In the event that Customer's usage contravenes and/or voids the supplier's warranty which then results in the unavailability of OfficeCall ADSL and/or any component thereof, MWEB Business shall (without limiting the generality of the General Terms) not be held responsible for any direct and/or indirect loss, damage or any costs suffered by Customer as a result thereof including the unavailability of OfficeCall ADSL.
- 5.5 Notwithstanding anything to the contrary contained in the Equipment Rental Product Terms (should Customer have selected to rent the Equipment) the Customer shall become owner of the Equipment after the lapsing of the Initial Period, provided that Customer complies with the Agreement insofar as it relates to OfficeCall ADSL and the Equipment Rental Product Terms, including the payment of the Service Fees during such period. Upon becoming the owner of the Equipment the Customer shall be fully responsible for it in all ways and such balance of any warranty and/or guarantee applicable to such Equipment shall apply. Customer shall have no claim of whatever nature for the breakdown and/ or failure of the Equipment in any way whatsoever against MWEB Business.
- 5.6 Customer is responsible for the termination and connection of OfficeCall ADSL to the Network via the ADSL Service using the Customer Identifiers provided.
- 5.7 MWEB Business shall provide Customer with the Customer Identifiers, which Customer shall use to complete the set-up process of OfficeCall ADSL to enable the registration and authentication of Customer by MWEB Business on the Network to enable Customer to use OfficeCall ADSL.
- 5.8 Number:
- 5.8.1 Customer acknowledges and agrees that the allocation of a number is done subject to the relevant terms and conditions of use prescribed by the Authority from time to time.
  - 5.8.2 MWEB Business cannot guarantee the provision of any specific number/s to Customer and although it shall use its reasonable endeavours to provide sequential numbers, if so requested, MWEB Business cannot guarantee that it shall be able to do so;
  - 5.8.3 Subject to the provisions of clause 5.8.4 any number/s supplied to Customer is/are supplied to Customer for the purposes of use in terms of OfficeCall ADSL and whilst such number is personal to the Customer for the duration of MWEB Business' provision of this Service to Customer, Customer acknowledges that it shall never become the owner of such number. Accordingly Customer may not sell, lease transfer, assign or otherwise alienate its rights in respect of such number/s, contrary the provisions of the OfficeCall ADSL Product Terms and the use thereof shall only be for the duration of MWEB Business' provision of OfficeCall ADSL to Customer;
  - 5.8.4 Although MWEB Business will use its reasonable endeavours not to change any number/s provided to Customer it reserves the right to change any such number from time to time as it deems fit, which includes the change of the numbering plan. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any direct or indirect loss, damage, costs, expense or injury of whatever nature, including consequential loss, suffered or incurred from such change of a number/numbers;
  - 5.8.5 Should the OfficeCall ADSL Service be suspended and/or terminated in terms of clause 9.12 of the General Terms or for any other reason MWEB Business cannot guarantee that the same number/s allocated previously would be allocated to Customer again. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any direct or indirect loss, damage, costs, expense or injury of whatever nature, including consequential loss, suffered or incurred by Customer as a result of the aforesaid.



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- 5.8.6 MWEB Business does not make any representation of whatever nature that the number allocated to Customer will be reachable from Telkom's PSTN or electronic communications network, as defined in the Electronic Communications Act, or from any other telecommunication platforms. MWEB shall however use its reasonable endeavours to ensure that the number allocated to Customer will be reachable by other users of MWEB Business' OfficeCall ADSL or related Services, but cannot supply any guarantees in this regard. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any loss, damage, costs, expense or injury of whatever nature, including consequential loss, arising from such unavailability or as a result of the aforesaid.
- 5.9 Without limiting the generality of the General Terms MWEB Business shall not be liable for any claims whatsoever because of the incorrect termination, connection and/or set-up, as contemplated in clauses 5.6 and 5.7.
- 5.10 Although MWEB Business will use its reasonable endeavours to transmit voice telecommunication calls, contemplated herein, through the use of OfficeCall ADSL, MWEB Business shall, without limiting the generality of the General Terms, not assume any responsibility for the unavailability, failure, delay, quality or interruption of the transmission of any voice telecommunication call made by Customer using OfficeCall ADSL and shall not refund or in any way credit Customer for any failed, delayed, interrupted voice telecommunication call or any call with sub-standard quality. Customer furthermore acknowledges and agrees that OfficeCall ADSL is not intended to be used to call any emergency numbers of whatever nature, as such numbers might not be reachable when using the OfficeCall ADSL Service. Customer therefore does so at its own risk. Without limiting the generality of the General Terms, MWEB Business shall not be liable for any loss, damage, costs, expense or injury of whatever nature, including consequential loss, arising from the eventualities contemplated in this clause 5.10.
- 5.11 Customer acknowledges that: (i) sufficient credit is required to make voice telecommunication calls through use of OfficeCall ADSL; (ii) it is his/her/its responsibility to ensure that he/she/it has sufficient credit prior to making any voice telecommunication calls; and (iii) all voice telecommunication calls made through use of OfficeCall ADSL shall be automatically terminated once Customer reaches its credit limit. MWEB Business shall not be responsible for any losses or damages suffered by Customer as a result of the termination of such voice telecommunication call because of a lack of credit available.
- 5.12 If Customer in good faith disputes the amount of credit available to him/her/it and/or the Call Charges, Customer shall notify MWEB Business of the disputed amount in writing in accordance with the Billing Complaints Handling Procedure in MWEB Business' Code of Conduct and Service Charter and shall provide the documentation reasonably requested by MWEB Business to resolve the dispute. Any dispute regarding Call Charges must be lodged within 14 (fourteen) days from the date the Call Charges become due and/or from the date of invoice, whichever one comes first, failing such the Call Charges shall be deemed to be correct. On receipt of MWEB Business' determination of Customer's billing complaint and where MWEB determines that an amount is due to it, Customer shall make payment of such amount within 14 (fourteen) days of the date of MWEB Business' determination.. Any resolved dispute in favour of Customer will be credited to Customer's account.
- 5.13 Customer agrees that MWEB Business' monitoring equipment shall be the sole source to determine usage of OfficeCall ADSL and the Call Charges.
- 5.14 Customer shall at all times ensure that it uses the correct and complete telecommunication number when making a voice telecommunication call through the use of OfficeCall ADSL. MWEB Business shall, without limiting the generality of the Agreement, not be held responsible for any voice telecommunication call delivered/ transmitted/ sent to a wrong recipient or wrong and/or incomplete number and shall not refund or in any way credit Customer for any voice telecommunication call sent to such wrong recipients or wrong and/or incomplete numbers.
- 5.15 For the purposes of OfficeCall ADSL a voice telecommunication call shall be deemed to have been delivered/ transmitted/ sent by Customer the moment Customer activated such voice telecommunication call on OfficeCall ADSL.
- 5.16 Customer further acknowledges that MWEB Business is under no obligation to validate or investigate the



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authenticity of any voice telecommunication calls made through use of OfficeCall ADSL and shall not be held responsible for any fraudulent and/or unauthorised voice telecommunication call made through the use of Customer's OfficeCall ADSL and Customer hereby unconditionally and irrevocably indemnifies MWEB Business and agrees to hold MWEB Business free from all loss, damages, claims, liabilities and/or costs suffered or incurred as a result of the aforesaid. Customer is responsible for notifying MWEB Business if Customer suspects or has any information regarding any kind of fraud, unauthorised use or abuse involving the use of Customer's OfficeCall ADSL and MWEB Business may in its own discretion and without incurring any liability of whatsoever nature temporarily suspend Customer's access and use of OfficeCall ADSL until this problem is resolved. Customer acknowledges and agrees that the suspension of his/her/its access and usage of OfficeCall ADSL as envisaged herein shall in no way relieve Customer from his/her/its obligations to pay for OfficeCall ADSL.

- 5.17 MWEB Business shall only be responsible for the Network and the terminating of the voice telecommunication call at the Network.
- 5.18 Customer acknowledges that all title and intellectual property rights in OfficeCall ADSL, including training and/or user manuals, provided to Customer is owned by and shall remain vested in MWEB Business, its licensors or suppliers, as the case may be. Except if otherwise agreed the Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble the OfficeCall ADSL or any portion thereof in any way whatsoever and shall only use it for the purpose it is supplied.
- 5.19 Without limiting the generality of the General Terms and Use Policies, Customer:
- 5.19.1 agrees not to use OfficeCall ADSL for any unlawful, abusive or any other purpose including, without limitation, using OfficeCall ADSL in any manner that (i) interferes with MWEB Business' ability to provide OfficeCall ADSL or any other service to its customers; (ii) voids Customer's obligation to pay for telecommunication services provided by Customer's third party provider(s); (iii) results in excessive usage inconsistent with the normal business usage patterns; and/or (iv) infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act;
- 5.19.2 agrees not use OfficeCall ADSL to infringe the intellectual property rights or other proprietary rights of MWEB Business and/or any other person or to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 5.19.3 undertakes to use OfficeCall ADSL 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 OfficeCall ADSL in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

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