



Product Terms

Multi VPN

THESE TERMS APPLY TO ALL MULTI VPN PRODUCTS

VARIOUS PACKAGES

MWEB offers a wide range of Multi VPN products. Customer can select from: (i) VPN Access Only; (ii) Uncapped VPN Access; or (iii) Uncapped Bonded Access. For more information on these products, please visit our Website.

For ease of reference, the Multi VPN Services Terms have been divided into 2 sections which we summarise below:

PART A – GENERAL PROVISIONS – These are applicable to all Multi VPN products;

PART B – PRODUCT SPECIFIC TERMS – These are specific to each Multi VPN product and are only applicable to a specific product.

PART A – GENERAL PROVISIONS

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 Multi VPN Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
 - 1.3.2 these terms that apply specifically to Multi VPN;(collectively “the **MWEB Business Terms**”).
- 1.4 Customer’s use of Multi VPN indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
 - 1.5.1 **Access Link(s)** means a fully functional, available and operational connectivity medium provided by the Operator, used to connect the CE Routers to the PE Routers to enable VPN connectivity to the MPLS Network;
 - 1.5.2 **ADSL Line** means an Asymmetric Digital Subscriber Line;



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- 1.5.3 **CE Router(s)** means the VPN enabled customer edge router(s) situated at the Customer's Premises, which provides connectivity to the PE Routers via the Access Links to enable connectivity to the MPLS Network;
- 1.5.4 **Equipment** means the VPN enabled CE Router(s), software, hardware, cables, connectors and any other equipment located at the Premises which Equipment is either (i) provided by Customer; or (ii) owned by MWEB and rented to Customer in terms of the provisions of clause 11 below; which Equipment shall enable connectivity to the Multi VPN;
- 1.5.5 **MPLS** means multiple protocol label switching;
- 1.5.6 **MPLS Network** means a network created over the MWEB network infrastructure to provide Multi VPN, which excludes public data networks and local area networks;
- 1.5.7 **Multi VPN** means the Services contemplated in these Product Terms which MWEB renders to Customer in accordance with Customer's selection, as indicated on the Application Form under such heading or description to enable different modes of connectivity to the MPLS Network;
- 1.5.8 **Operator** means the operator of the Operator Line whose full details are specified by Customer in the Application Form, which shall be used for the design and configuration of the Access Link;
- 1.5.9 **Operator Line** means fixed line or wireless line provided and managed by the Operator used to enable the Access Link;
- 1.5.10 **PE Router(s)** also known as provider edge router(s) means the shared router(s) to which the CE Routers(s) connects via Access Link(s) and which are situated on the MPLS Network;
- 1.5.11 **Premises** means the Customer's premises specified in the Application Form; and
- 1.5.12 **VPN** means a virtual private network and it includes virtual communication links over the MPLS Network, Access Link(s), CE Router(s), and PE Router(s).

2. DURATION

- 2.1 Multi VPN shall commence on the date of activation of Multi VPN by MWEB and endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the "**Initial Period**").
- 2.2 Either Party may terminate Multi VPN 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.



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- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, Multi VPN shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Multi VPN on 3 (three) calendar months written notice to the other to that effect.
- 2.4 On termination, Customer's use of Multi VPN shall cease. However, in the event that Customer logs on to Multi VPN 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 however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB shall furthermore be entitled to terminate Multi VPN without notice to Customer.
- 2.5 To the extent that Multi VPN provided to Customer is suspended by MWEB for any other reason whatsoever, Customer acknowledges that it will forfeit its access to and/or use of Multi VPN, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES

- 3.1 Customer shall pay MWEB the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.
- 3.2 For the avoidance of doubt, Customer acknowledges that the Service Fees shall not include the Operator Line fees which shall be paid by Customer directly to the Operator.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB undertakes to use its reasonable endeavours to provide Customer with Multi VPN on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Multi VPN.
- 4.2 Although MWEB uses reasonable care and diligence to ensure that Multi VPN is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB does not warrant, represent or in any way guarantee, either expressly or by implication that Multi VPN is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB 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 Multi VPN is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.



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- 4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Multi VPN and further that these circumstances and/or events are beyond MWEB's control: (i) use of Multi VPN 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) quality of service of telecommunication links or lines; (ix) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on Multi VPN; and (x) any other action, omission and/or failure not within MWEB's control which has an impact on Multi VPN.
- 4.4 Customer undertakes to use Multi VPN 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 Multi VPN in whole or in part in any way whatsoever to any third party without MWEB's prior written consent.

5. TERMS AND CONDITIONS SPECIFIC TO MULTI VPN

- 5.1 Customer acknowledges and agrees that in order for MWEB to supply Multi VPN Services, the Access Link and Equipment are required which MWEB shall use to build a VPN over the MPLS Network with data integrity and security for the Customer's exclusive access and use.
- 5.2 MWEB shall further provide Customer with a VPN connection from the CE Router(s) located at the respective Premises to the MPLS Network via the Access Links to enable an end to end bandwidth connectivity between the CE Router(s) and the PE Router(s). Connection between the CE Router(s) shall be a terrestrial link unless otherwise agreed by the Parties in writing.
- 5.3 Customer acknowledges and agrees that:
- 5.3.1 a fully operational, functional, accessible and available Access Link is required to enable access to the MPLS Network;
- 5.3.2 if MWEB is not the Operator of the Access Link and/or if the Operator Line is not supplied through MWEB, MWEB will not be responsible for the support, maintenance including availability of the Access Link unless Customer has entered into a network support agreement with MWEB;
- 5.3.3 MWEB will not be responsible for Customer's local area network unless if Customer has entered into a network maintenance agreement with MWEB. Customer will be solely responsible for its local area network infrastructure. Customer is advised to maintain a secure environment to its local area network. Customer shall use reasonable endeavours to ensure security on in its local area network so as not to compromise the MPLS Network.
- 5.4 Customer shall prior to the implementation date, supply MWEB with the:



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5.4.1 information regarding the Access Link (if the Operator Line is not supplied through MWEB and/or if MWEB is not the Operator), which MWEB shall use to design, setup and configure the Access Link;

5.4.2 configuration specification in respect of Customer's Equipment to enable VPN access to MPLS Network. MWEB will confirm if Customer's configuration specification are acceptable or not and the reasons for the non acceptance of such configuration specification.

5.5 MWEB shall use the information supplied by Customer as envisaged in clause 5.3.3 above in order to enable Customer's VPN access to the MPLS Network via the Access Link.

5.6 In the event that the Equipment is supplied by Customer:

5.6.1 Customer shall provide MWEB or its authorised agents with access to the Premises and Equipment in order for MWEB or its authorised agents to: (i) deliver and install the Equipment (if applicable); (ii) set up and configure the Equipment to enable activation of the Access Link and Customer's access to the MPLS Network.

5.6.2 Customer acknowledges and agrees that:

5.6.2.1 access to the software configuration on the Equipment (hereinafter referred to as "**Software Config**") shall with effect from the activation of the Multi VPN be restricted only to MWEB or its duly authorised agents. Under no circumstances will Customer or anyone else be allowed to access, open and/or tamper with the Software Config;

5.6.2.2 although access to Software Config is restricted to MWEB, Customer remains responsible for the hardware support and maintenance required for the Equipment;

5.6.2.3 any fault to the Equipment may have a detrimental effect on the Access Link including access to the MPLS Network and therefore he/she/it is responsible for replacing and/or repairing any fault on the Equipment;

5.6.2.4 MWEB's responsibility shall only be limited to the maintenance of the VPN configuration on the Equipment unless Customer has entered into a hardware and support maintenance agreement with MWEB. Customer shall allow MWEB support staff or its agent's reasonable access to its Premises and Equipment for the purposes of performing support services specified herein.

5.7 In the event that the Equipment is rented from MWEB:

5.7.1 Customer acknowledges and agrees that MWEB shall lease such Equipment to Customer in accordance with the provision of clause 11 below;



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5.7.2 Customer will provide MWEB or its authorised agents with access to the Premises in order for MWEB to deliver, install, set up and configure the Equipment to enable activation of the Access Link and Customer's access to the MPLS Network;

5.7.3 access to the Equipment shall only be limited to MWEB, its staff or authorised agents. Under no circumstances will Customer or anyone else be allowed to access, open and/or tamper with the Equipment. Where appropriate, third party vendor equipment supplied by MWEB may be covered by the vendor's standard warranties and guarantees. Customer shall not engage in any action which contravenes or voids the vendor's terms of warranty or guarantee. In the event that Customer engages in any action which contravenes or voids the vendor's warranty, Customer shall bear the costs of any repairs, replacements or extended warranties or guarantees.

5.7.4 Customer shall allow MWEB's support staff or its authorised agent's reasonable access to its Premises and Equipment for the purposes of performing hardware support and maintenance on the Equipment and maintenance of VPN configuration.

6. CUSTOMER ACCESS TO THE EQUIPMENT (IF REQUIRED BY CUSTOMER)

6.1 Customer acknowledges that in order for MWEB to:

6.1.1 provide the Multi VPN and to ensure the continued access to the MPLS Network via the Access Link;

6.1.2 ensure a secure and private access to the MPLS Network by Customer

it is recommended that access to the Software Config be limited only to MWEB, its staff and/or duly authorised agent.

6.2 Customer acknowledges and agrees further that should MWEB provide Customer with access and/or should Customer be able to access the Software Config, the following will apply:

6.2.1 MWEB will not be responsible for any security breach which includes without limitation unauthorised access to the Customer's MPLS Network. Customer will be responsible for ensuring the security of any devices and/or person having access to the MPLS Network;



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6.2.2 although MWEB shall use its reasonable endeavours to ensure the operation, functionality and uptime of the MPLS Network including Multi VPN, any downtime to the Access Link as a result of: (i) a fault of the Equipment; (ii) any change to the VPN configuration or Software Config; and/or (iii) unauthorised access to MPLS Network will not be MWEB's responsibility and Customer shall work together with MWEB to ensure the resolution of any downtime to the Access Link. Should MWEB be required to go to the Premises to repair any fault on the Equipment affecting the Access Link including Multi VPN and/or to re-configure the Equipment, Customer shall pay MWEB all costs associated with such work.

7. ACCEPTABLE MULTI VPN USE POLICY

7.1 In addition to the Use Policies, Customer agrees not to (nor to authorise or permit any other person to) use Multi VPN or the MPLS Network:

7.1.1 in a manner which is offensive, unlawful, in breach of codes of conduct binding on MWEB, 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, its affiliates, and its business partners;

7.1.2 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;

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

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

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

7.1.6 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;

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

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



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PART B - PRODUCT TERMS SPECIFIC TO MULTI VPN PRODUCTS

8. VPN ACCESS ONLY (IF SELECTED IN THE APPLICATION FORM)

8.1 Customer acknowledges that in order for MWEB to provide Customer with VPN Access to the MPLS Network the following are required:

8.1.1 an active Access Link; and

8.1.2 Equipment.

8.2 Customer acknowledges and agrees further that:

8.2.1 Access Link will be provided in accordance with the Operator's terms and conditions and should the Access Link not be provided through MWEB, Customer remains responsible to ensure the availability and operation of the Access Link;

8.2.2 the Access Link will be VPN enabled in order to allow VPN Access to the MPLS Network;

8.2.3 MWEB will not be:

8.2.3.1 linking and/or providing any value-added services to VPN Access;

8.2.3.2 supplying static IP Address(es).

9. UNCAPPED VPN ACCESS (IF SELECTED IN THE APPLICATION FORM)

9.1 Customer acknowledges that in order for MWEB to provide Customer with Uncapped VPN Access to the MPLS Network the following are required:

9.1.1 Access Link which for these purposes can only be an ADSL Line supplied by the Operator; and

9.1.2 Equipment.

9.2 Customer acknowledges and agrees further that:

9.2.1 Access Link will be provided in accordance with the Operator's terms and conditions and should the Access Link not be provided through MWEB, Customer remains responsible to ensure the availability and operation of the Access Link;

9.2.2 Access Link is only dedicated to Uncapped VPN Access and shall not be utilised for any other purpose.

9.3 Customer acknowledges and agrees further that:

9.3.1 if MWEB supplies the Equipment to Customer such Equipment will be supplied in accordance with the provisions of clause 11 below;



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9.3.2 Uncapped VPN Access is a *best effort* service and not guaranteed in any manner whatsoever by MWEB;

9.3.3 Uncapped VPN Access is an unshaped offering;

9.3.4 Uncapped VPN Access is not enabled to browse the internet therefore Customer will not have any access to the internet.

9.3.5 MWEB will not be:

9.3.5.1 linking and/or providing any value-added services to Uncapped VPN Access;

9.3.5.2 supplying static IP Address(es).

10. UNCAPPED BONDED VPN ACCESS (IF SELECTED IN THE APPLICATION FORM)

10.1 Customer acknowledges that in order for MWEB to provide Customer with Uncapped Bonded VPN Access to the MPLS Network the following are required:

10.1.1 Access Link which for these purposes will only be limited to the ADSL Line supplied by the Operator; and

10.1.2 Equipment.

10.2 Customer acknowledges and agrees further that:

10.2.1 Access Link will be provided in accordance with the Operator's terms and conditions and should the Access Link not be provided through MWEB, Customer remains responsible to ensure the availability and operation of the Access Link;

10.2.2a maximum of 4 (four) ADSL Lines with equal line speed are required to enable Uncapped Bonded VPN Access.

10.3 Customer acknowledges and agrees further that:

10.3.1 if MWEB supplies the Equipment to the Customer such Equipment will be supplied in accordance with the provisions of clause 11 below;

10.3.2 the speed of the Uncapped Bonded VPN Access depends on the size of the Access Link

10.3.3 Uncapped Bonded VPN Access is a *best effort* service and is not guaranteed in any manner whatsoever by MWEB;

10.3.4 Uncapped Bonded VPN Access is an "up-to" the line speed obtained from the Operator and is not guaranteed in any manner whatsoever by MWEB;

10.3.5 Uncapped Bonded VPN Access is an unshaped offering;



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10.3.6 Uncapped Bonded VPN Access is not enabled to browse the internet therefore Customer will not have any access to the internet;

10.3.7 Uncapped Bonded international bandwidth is based on a *fibre* network;

10.3.8 MWEB will not be:

10.3.8.1 linking and/or providing any value-added services to Uncapped Bonded VPN Access;

10.3.8.2 supplying static IP Address(es).

11. EQUIPMENT RENTAL (APPLICABLE ONLY TO UNCAPPED VPN ACCESS AND UNCAPPED BONDED VPN ACCESS)

11.1 MWEB hereby leases the Equipment to Customer who accepts such rental. Customer acknowledges and agrees that:

11.1.1 the Equipment will at all times remain the property of MWEB and Customer agrees that he/she/ it will never become owner the Equipment;

11.1.2 the Equipment shall at all times be regarded as a movable property and shall not become part of the property;

11.1.3 MWEB shall have the right to enter Customer's premises in order to remove the Equipment upon termination of the Multi VPN Services.

11.2 MWEB shall at its own costs and expense deliver the Equipment at the Premises. A signed delivery note by Customer (including his/her/its employee, representative or nominee) shall constitute *prima facie* proof that the Equipment was delivered to and received by Customer in good condition.

11.3 Upon delivery of the Equipment as envisaged in clause 11.2 above, Customer shall bear all risk of loss, theft, damage and/or destruction of the Equipment whilst housed at Customer's premises for an amount equal to the full replacement value thereof. Customer shall make its own arrangements regarding the insurance of the Equipment.

11.4 Customer shall not allow any third party to take possession of the Equipment unless duly authorised thereto by MWEB. Should any third party take possession of the Equipment without the said authorisation, the replacement value thereof shall immediately be due and payable by Customer.

11.5 If the premises at which the Equipment will be installed are rented:

11.5.1 Customer shall:

11.5.1.1 advise MWEB in writing of the name and address of the landlord as well as any changes thereto;

11.5.1.2 not move the Equipment without MWEB's prior written consent;



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11.5.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the Equipment belongs to MWEB and can therefore not be subject to a *lien* or landlord *hypothec*. Customer hereby indemnifies MWEB against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranty contained in this clause.

11.6 Customer acknowledges and agrees that it shall only use the Equipment in conjunction with the Multi VPN Services. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Equipment. (ii) move the Equipment to any other location without the express written permission of MWEB; and (iii) use the Equipment for any other purpose. Access to the Equipment shall be restricted to MWEB's staff or its duly authorized agents only.

11.7 Customer shall ensure that MWEB may at any time enter the premises where the Equipment is installed to inspect it, provided that MWEB supplies Customer with reasonable prior notification of such.

12. NEW PREMISES AND/OR LOCATION

12.1 Customer acknowledges that in the event that he/she/it decide to move and/or relocate to a different location and/or premises, MWEB shall move and/or relocate the Equipment to the new premises and/or location.

12.2 Customer acknowledges and agree that:

12.2.1 ADSL network is not available everywhere;

12.2.2 he/she/it is responsible for ensuring that ADSL network is available should he/she/it decide to move and/or relocate to another premises or locations;

12.2.3 he/she/it shall remain liable to pay the set up fees incurred by MWEB to install, set up and/or configure the Equipment at the new location and/or premises;

12.2.4 he/she/it shall not be allowed to terminate Multi VPN including the Agreement should he/she/it move to a location and/or premises where the ADSL network is not available. In the event of termination, Customer shall remain liable to pay MWEB the reasonable termination fees which would equate to the basic service fees for the remainder of the Initial Period or the renewal period, as the case may be, should he/she/it terminate Multi VPN and/or the Agreement prior to the expiry of such Initial Period and/or renewal period.