



## Product Terms

### SafeShop

#### 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 SafeShop 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 SafeShop indicates Customer’s acceptance without modification of the MWEB 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 “**Application Form**” means the application form completed and signed by Customer for the initiation of SafeShop, as same may be amended from time to time in terms of the Agreement;
  - 1.5.2 “**Application Services**” has the meaning ascribed to it in clause 5.4;
  - 1.5.3 “**Customer Software**” means software that allows a Device to access or utilise the Application Services (hereinafter defined) or functionality provided by the Software Products (hereinafter defined);
  - 1.5.4 “**Customer’s Website**” means a website created by MWEB Business, as contemplated in clause 6.5, which is a template based website enabling Customer to make changes to it 24 hours a day, 7 days a week through use of an online wizard.
  - 1.5.5 “**Device(s)**” means a computer, workstation, terminal, or other electronic device;
  - 1.5.6 “**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/GeneralTerms.aspx> under the heading “General Terms”;
  - 1.5.7 “**My Content Folder**” means an online web site folder which enables Customer to upload customised pages and link them to the front end of Customer’s Website contemplated in clause 7;
  - 1.5.8 “**SafeShop**” means the Services contemplated in these Product Terms which MWEB Business renders to Customer in accordance with Customer’s selection, as indicated in the Application Form under such heading or description, comprising of a comprehensive on-line e-commerce engine used by Customer to facilitate online purchases, manage orders and view transaction reporting and may,



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depending on the Customer's selection as indicated on the Application Form include (i) Web Store and Database; (ii) My Contents Folder; or (iii) GETPAID Mobile;

1.5.9 **"SafeShop - Web Store Lite and Database"** means the SafeShop Services, as contemplated in clause 8;

1.5.10 **"Software Products"** have the meaning ascribed to it in clause 5.4;

1.5.11 **"Website Hosting"** has the meaning ascribed to Website Hosting in the Product Terms applicable to Website Hosting, which can be found under the name Website Hosting at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading "Product Terms". Such Services are provided in accordance with the Customer's selection, as indicated on the Application Form and subject to such Product Terms Applicable to Website Hosting; and

1.5.12 **"Web Store and Database"** means the SafeShop Services contemplated in clause 6.

## 2. DURATION

2.1 SafeShop shall commence with effect from the date of activation of the SafeShop 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 SafeShop at the end of the Initial Period in accordance with the General Terms. 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, SafeShop shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate SafeShop in accordance with the General Terms.

2.4 In the event of a termination, Customer's use of SafeShop shall be deemed terminated. However, in the event that Customer logs on to SafeShop 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 SafeShop without notice to Customer.

2.5 To the extent that SafeShop 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 SafeShop, but Customer shall still be liable to pay the Service Fees during such suspension.

## 3. SERVICE FEES



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- 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.

#### 4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with SafeShop on a 24 (twenty four) hour per day basis on each and every day for the continued duration of SafeShop.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that SafeShop 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 SafeShop 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 SafeShop 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 SafeShop and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of SafeShop 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 SafeShop; and (x) any other action, omission and/or failure not within MWEB Business' control which has an impact on SafeShop.

#### 5. TERMS AND CONDITIONS SPECIFIC TO SAFESHOP

- 5.1 The terms and conditions contained in this clause 5 are not applicable to Web Store and My Content Folder.
- 5.2 Customer acknowledges the nature of SafeShop and accordingly agrees that the specifications and operation of SafeShop are known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.
- 5.3 Customer acknowledges and agrees that in order to operate SafeShop, a merchant account number with any MWEB Business approved South African Bank is required. Customer is responsible for ensuring that it enters into an agreement with the prescribed South African Bank in order to receive such a merchant account number.
- 5.4 MWEB Business will, in accordance with Customer's selection as set out in the Application Form act as an e-commerce service provider to Customer by providing Customer with access to MWEB Business's SafeShop software products as a service ("**Application Services**"), which includes computer software and may include associated media, printed materials, and online or electronic documentation (collectively "**Software**



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- 5.5 MWEB Business grants Customer, for the duration of SafeShop, a limited, non-perpetual, non-exclusive, non-transferable license to use the Software Products in connection with the Application Services, in accordance with the provisions of the Agreement, including these Product Terms and/or in terms of instructions provided to Customer by MWEB Business from time to time.
- 5.6 Customer undertakes to use SafeShop solely for its own purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license SafeShop including Application Services and/or Software Products in whole or in part in any way whatsoever to any third party.
- 5.7 Customer acknowledges that all title and intellectual property rights in SafeShop, including Application Services, Software Products, training manuals, user manuals and/or any printed material associated with SafeShop are 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 SafeShop, including Application Services, Software Products, training manuals, user manuals and/or any printed material associated with SafeShop or any portion thereof in any way whatsoever and shall only use it for the purpose it is supplied.
- 5.8 MWEB warrants that, to the best of its knowledge, SafeShop does not infringe upon or violate any Intellectual Property Rights of any third party.
- 5.9 Customer is only authorised to remotely access the functionality of the Software Products, except for any Customer Software, which may be installed on Customer's Devices, as expressly authorised from time to time by MWEB Business. Other than such Customer Software, Customer may not install any other components of the Software Products on its Devices.
- 5.10 All title and intellectual property rights of whatever nature in SafeShop, including without limitation the copyright, look and feel, functionality and design is owned by and shall remain vested in MWEB Business. Accordingly, Customer may not: (i) make any copies of the Software Products, or any printed materials thereof, which may accompany the Software Products; (ii) reverse engineer, decompile, or disassemble the Software Products; (iii) rent, lease, lend or directly or indirectly transfer the Software Products to any third party.
- 5.11 Customer will be billed for Service Fees from the commencement date of the relevant SafeShop Service notwithstanding any delays by Customer to commence business on SafeShop and Customer shall remain: (i) responsible for ensuring that its website is ready for business and that all banking approvals have been obtained; (ii) liable for transactions fees per transaction as specified on the Application Form at the moment of bank authorisation and not upon shipping; (iii) liable to MWEB Business for all transaction fees notwithstanding any charge backs authorised by the relevant banks.



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5.12 Customer is responsible for ensuring that its website complies with the applicable legislation including without limitation the ECT Act .

5.13 Customer acknowledges that: (i) any transaction executed through use of the SafeShop, creates legal rights and obligations only between Customer and his or her own clients and MWEB Business shall never be a party to such transaction; (ii) MWEB Business assumes no responsibility whatsoever for the fulfilment and execution of transactions; (iii) any online banking facilities available through use of the SafeShop, create legal rights and obligations only between Customer and such banks or between Customer's clients and such banks; (iv) MWEB Business shall not be responsible for the delivery of any products procured by a client of Customer, including but not limited to late deliveries, damage to goods, or loss of goods; (v) MWEB Business does not warrant that the monthly subscriptions, debit orders, ongoing monthly billing services, reports on successful and failed transactions, and/or log files shall be error free, accurate and/or complete nor does it guarantee the availability of a connection between Customer's device and the acquiring bank. Without limiting the generality of the foregoing, MWEB Business' disclaimer of liability includes its liability for any loss or damages incurred by Customer, Customer's own client and any bank arising from any transaction executed, or online banking facilities used through use of the SafeShop.

5.14 MWEB Business will use its reasonable endeavours to ensure the security of SafeShop and the MWEB Business e-commerce network infrastructure but cannot guarantee the security thereof and Customer hereby indemnifies and holds MWEB Business free from any liability in respect of any loss or damage of whatever nature suffered by Customer or any third party as a consequence of a breach of security of SafeShop and the MWEB Business e-commerce network infrastructure.

5.15 Upon termination of SafeShop for any reason whatsoever, Customer shall immediately cease: (i) to access the Software Applications; and/or (ii) any use of the Software Products and shall destroy any copies of the Software Products and/or Customer software installed on Customer's Devices.

## **6. TERMS AND CONDITIONS SPECIFIC TO WEB STORE AND DATABASE ONLY**

6.1 Should the parties have agreed that Web Store and Database forms part of Customer's SafeShop Services the specific terms and conditions contemplated in clause 5 shall not apply to Web Store and Database, but it will be substituted with the terms and conditions in this clause 6. For the avoidance of doubt the provisions of clauses 7, 8 and 9 shall not apply to Web Store and Database.

6.2 Customer acknowledges the nature of Web Store and Database and accordingly agrees that the specifications and operation of Web Store and Database are known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.

6.3 Customer agrees that Website Hosting is a pre-requisite for Web Store and Database.

6.4 Customer acknowledges and agrees that Web Store and Database does not support FTP access.



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- 6.5 MWEB Business may in its sole discretion and without any obligation towards the Customer assist the Customer to integrate all information, artwork and other material provided by Customer to MWEB Business, into MWEB Business' Web Store and Database website application and thereby establish the initial Customer's Website. MWEB Business shall also provide the necessary functionality to navigate within Customer's Website.
- 6.6 Customer acknowledges that the Services provided by MWEB Business in terms of Web Store and Database do not include: (i) updates by MWEB Business to Customer's Website and/or Customer's products or items incorporated therein; and (ii) any other services other than the service set out herein, including without limitation, e-commerce enablement and/or marketing services.
- 6.7 Customer acknowledges that all intellectual property rights in or related to the layout, design, look and feel, development and/or functionality of Customer's Website and the MWEB Business Web Store and Database website application shall be and remain the exclusive property of MWEB Business.
- 6.8 Customer is responsible for ensuring that Customer's Website complies with the applicable legislation including without limitation the Electronic Communications and Transactions Act 25, 2002, as amended or replaced.
- 6.9 The copyright in any artwork and material provided to MWEB Business by Customer for Customer's Website shall remain vested in Customer or the holder of the copyright therein and shall be the sole responsibility of Customer and Customer hereby indemnifies MWEB Business in respect of any loss or damage suffered by MWEB Business or any third party as a result of the use in any way of such artwork or material on Customer's Website.
- 6.10 Customer undertakes to use Web Store and Database solely for its own purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license Web Store and Database in whole or in part in any way whatsoever to any third party.
- 6.11 Customer acknowledges that all title and intellectual property rights in Web Store and Database (including, those specified above, training manuals, user manuals, intellectual property rights in or related to the MWEB Business network infrastructure, the MWEB Business e-commerce network infrastructure and the MWEB Business Web Store and Database website application) are owned by and shall remain vested in MWEB Business, its licensors or suppliers, as the case may be, including those obtained or developed by MWEB Business after commencement of the SafeShop/ Web Store and Database Services of Customer. Except if otherwise agreed the Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble Web Store and Database, any portion thereof, including any software associated with it or any of the intellectual property stipulated above in this clause 6.11 in any way whatsoever and shall only use it for the purpose it is supplied.

## 7. TERMS AND CONDITIONS SPECIFIC TO MY CONTENT FOLDER ONLY



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- 7.1 Should the Parties have agreed that My Content Folder forms part of Customer's SafeShop Services the specific terms and conditions contemplated in clause 5 shall not apply to My Content Folder, but it will be substituted with the terms and conditions in this clause 7. For the avoidance of doubt the provisions of clauses 6, 8 and 9 shall not apply to My Content Folder.
- 7.2 Customer acknowledges the nature of the My Content Folder and accordingly agrees that the specification and operation of the My Content Folder is known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.
- 7.3 The terms and conditions of Website Hosting shall be applicable to the My Content Folder, but only insofar the said terms and conditions do not contradict these Product Terms.
- 7.4 Customer acknowledges that the hosting of My Content Folder does not include any development of My Content Folder and/or any component thereof, which activities are the sole responsibility of Customer.
- 7.5 MWEB Business shall provide the Customer with the hosting space selected by Customer in the Application Form for the hosting of Customer's My Content Folder on the MWEB Business server. Customer acknowledges that access to My Content Folder shall be via FTP ("File Transfer Protocol") access. MWEB Business shall, as part of Web Store and Database Professional and if required by Customer, provide Customer with monthly statistics relating to My Content Folder.
- 7.6 Customer acknowledges that MWEB Business will: (i) not support any custom DLL's; (ii) not support any third party software and/or application loaded by Customer on My Content Folder; (iii) any configurations, code settings or modifications under any circumstances; (iv) support its Web Servers Operating System (Windows 2000) and hardware; and (v) only provide Customer with technical support relating to FTP support for My Content Folder in the form of connectivity checks only.

#### **8. TERMS AND CONDITIONS SPECIFIC TO SAFESHOP - WEB STORE LITE AND DATABASE ONLY**

- 8.1 Should the Parties have agreed that MWEB Business will provide SafeShop - Web Store Lite to the Customer the provisions of these Product Terms, including the provisions relating to Web Store shall be applicable except:
  - 8.1.1 that Customer's SafeShop transactions shall be limited to direct deposits and cash on delivery (C.O.D); and
  - 8.1.2 that the provisions in clauses 7 and 9 shall not be applicable.

#### **9. TERMS AND CONDITIONS SPECIFIC TO GETPAID MOBILE ONLY**

- 9.1 Should the Parties have agreed that GETPAID Mobile forms part of Customer's SafeShop Services the provisions of this clause 9 shall apply in addition, but with the exception of clauses 6, 7 and 8, to these SafeShop Product Terms. Should there be any contradiction between this clause 9 and such SafeShop Product Terms where it relates to GETPAID Mobile then the relevant provisions of this clause 9 will take



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preference.

- 9.2 GETPAID Mobile enables Customer in accordance with Customer's selection, as set out in the Application Form under such heading or description to facilitate real time payments via the use of a mobile telephone and/or land line telephone.
- 9.3 Customer shall only be able to process credit card transactions with GETPAID Mobile.
- 9.4 Customer acknowledges the nature of GETPAID Mobile and accordingly agrees that the specifications and operation of GETPAID Mobile are known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.
- 9.5 MWEB Business grants Customer, for the duration of GETPAID Mobile, a limited, non-perpetual, non-exclusive, non-transferable license to use GETPAID Mobile or any software associated with it in accordance with the provisions of the Agreement, including these SafeShop Product Terms and/or in terms of instructions provided to Customer by MWEB Business from time to time.
- 9.6 Customer undertakes to use GETPAID Mobile solely for its own purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license GETPAID Mobile including any software associated with it in whole or in part in any way whatsoever to any third party.
- 9.7 Customer acknowledges that all title and intellectual property rights in GETPAID Mobile, including any software, training manuals, user manuals and/or any printed material associated with GETPAID Mobile are 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 GETPAID Mobile, including any software, training manuals, user manuals and/or any printed material associated with GETPAID Mobile or any portion thereof in any way whatsoever and shall only use it for the purpose it is supplied.
- 9.8 MWEB Business will, in accordance with Customer's choices as set out in the Application Form act as an e-commerce service provider to Customer by providing Customer access to MWEB Business' GETPAID Mobile. Customer acknowledges and agrees that in order to operate GETPAID Mobile, a merchant account number with a MWEB Business approved South African Bank is required. Customer is responsible for ensuring that it enters into an agreement with the prescribed South African Bank in order to receive such a merchant account number.
- 9.9 Customer will provide MWEB Business with the User(s) mobile and/or land line telephone number(s) and MWEB Business will load such User(s) mobile and/or land line telephone number(s) on the e-commerce system. As soon as the User's mobile telephone and/or land line number(s) are loaded on the e-commerce system, MWEB Business will provide Customer with the required personal identification number (PIN) to access GETPAID Mobile. In addition to the provisions of clause 8 to the General Terms, Customer shall be



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responsible for ensuring that the: (i) PIN allocated to each User shall for the term of these Product Terms be kept confidential whilst is active and in use; (ii) User shall only use the PIN for the purposes set out in these Product Terms. Customer shall indemnify MWEB Business for any loss or damage incurred by MWEB Business arising from fraudulent use of the PIN. Should Customer disallow any User to use any PIN provided to such User and/or terminate the employment of any User, Customer shall inform MWEB Business in writing and MWEB Business will destroy such PIN. Customer shall notify MWEB Business in writing should he/she/it require to: (i) add any further User and/or mobile and/or land line telephone number(s); or (ii) to delete any User and/or mobile and/or land line telephone number(s) from the e-commerce systems. Customer shall be charged for any additional number of Users.

9.10 Customer acknowledges that: (i) any transaction executed through use of GETPAID Mobile creates legal rights and obligations only between Customer and his or her own clients and MWEB Business shall never be a party to such transaction; (ii) MWEB Business assumes no responsibility whatsoever for the fulfilment and execution of the transactions; (iii) use of mobile and/or land line telephone creates the legal rights and obligations between Customer and the relevant mobile and/or land line telephone service provider; (iv) any credit card payment facilities available through use of GETPAID Mobile creates legal rights and obligations only between Customer and such banks or between Customer's clients and such banks; (v) MWEB Business shall not be responsible for any failed transaction. Without limiting the generality of the foregoing and the general limitation set out in the General Terms, MWEB Business' disclaimer of liability includes its liability for any loss or damages incurred by Customer, Customer's own client and any bank arising from any transaction executed, or credit card payment facilities used through use of GETPAID Mobile.

9.11 MWEB Business will use its reasonable endeavours to ensure the security of GETPAID Mobile and the MWEB Business e-commerce network infrastructure, but cannot without limiting the foregoing, guarantee the security thereof and Customer hereby indemnifies and holds MWEB Business free from any liability in respect of any loss or damage of whatever nature suffered by Customer or any third party as a consequence of a breach of security of the GETPAID Mobile Services and the MWEB Business e-commerce network infrastructure and/or telecommunications network infrastructure. Customer acknowledges that MWEB Business shall not be responsible for the security of the network between Customer and his/her/its mobile and/or land line telephone service provider.

9.12 Customer acknowledges and agrees that MWEB Business may monitor and record communications to MWEB Business regarding the use of GETPAID Mobile for the purposes of Customer quality and assurance. Customer shall be responsible for ensuring that any transaction between Customer and its own clients complies with the requirements of the applicable legislation including without limitation, Electronic Communications and Transaction Act, 25 of 2002. MWEB Business shall not provide any third party with the User's mobile and/or landline number and/or access to the recorded communications unless required to do so by the law.



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9.13 Customer will be billed for Service Fees from date of commencement of GETPAID Mobile notwithstanding any delays in: (i) Customer's commencing business: (ii) relating to access to mobile services and/or landline telephone services and Customer shall remain responsible for ensuring that all banking approvals have been obtained.

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