



Product Terms

eBilling

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 eBilling 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 eBilling 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 “**Application Form**” means the application form completed and signed by Customer for the initiation of eBilling, as same may be amended from time to time in terms of the Agreement;
 - 1.5.2 “**eBilling**” means the 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 whereby Invoice/s will be created and delivered via e-mail to the recipients, as determined by Customer;
 - 1.5.3 “**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;
 - 1.5.4 “**Invoice/s**” means invoice/s, statement/s and/or credit note/s created in a secure electronic format by using the Software;
 - 1.5.5 “**Software**” means the software provided and installed by MWEB Business on Customer’s systems, which enables Customer to make use of eBilling; and
 - 1.5.6 “**VAT Act**” means the Value-Added Tax Act 89 of 1991, as amended and/or replaced.

2. DURATION

- 2.1 eBilling shall commence with effect from the date of activation of eBilling 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



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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 eBilling 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, eBilling shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate eBilling on 3 (three) calendar months written notice to the other to that effect.
- 2.4 In the event of termination by Customer prior to the expiry of the Initial Period, MWEB Business will be entitled to claim payment from Customer for the balance of the Service Fees due in respect of the Initial Period.
- 2.5 In the event of a termination, Customer's use of eBilling shall be deemed terminated. However, in the event that Customer logs on to eBilling 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 eBilling without notice to Customer.
- 2.6 To the extent that eBilling 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 eBilling, but Customer shall still be liable to pay the Service Fees during such suspension.

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.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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

5. TERMS AND CONDITIONS SPECIFIC TO EBILLING

5.1 Customer acknowledges and agrees that the eBilling Services is only intended for use in South Africa to issue Invoices in terms of South African law.

5.2 MWEB Business will use its best endeavours to ensure that the underlying system whereupon eBilling operates complies with the requirements, as laid down by the South African Revenue Services for electronic invoices. For the avoidance of doubt this will not include any obligation Customer has in terms of the Agreement including these Product Terms.

5.3 Customer acknowledges and agrees furthermore that it shall:

5.3.1 ensure that any template invoice, statement and/or credit note required by MWEB Business to provide eBilling complies with the requirements of any law and/or regulation applicable to it, including but not limited to the provisions of the VAT Act and the ECT Act and Customer furthermore undertakes to ensure that such template/s is/are always up to date and compliant.

5.3.2 comply with all relevant law, legislation, rules and/or regulations relating to the use of eBilling, the sending of Invoice/s and/or the content of such Invoice's including, but not limited to the provisions of the VAT Act and the ECT Act;

5.3.3 not use eBilling for any illegal activity;

5.3.4 not use eBilling to infringe the intellectual property rights or other proprietary rights of MWEB Business or any third party; and

5.3.5 not send Invoice/s to recipients who have advised Customer that they do not wish to receive Invoice/s in an electronic format;

5.4 Although MWEB Business have used and is using its reasonable endeavours to ensure that eBilling and/or Software is compatible with accounting packages/system commercially available in South Africa, eBilling and/or Software is provided "as is" without any guarantees, warranties and/or representations of any kind, either express or implied and Customer is therefore using eBilling and/ or Software at its own discretion and



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risk. It is Customer's duty to ensure that its accounting package/ system is at all times compatible to eBilling and/or Software.

- 5.5 MWEB Business hereby grants Customer a limited, non-perpetual, non-exclusive, non-transferable right to use the Software for the duration of eBilling and for internal purposes only.
- 5.6 Customer acknowledges that all title and intellectual property rights in the eBilling, including any software used, is owned by and shall remain vested in MWEB Business and/or its licensors. Accordingly, Customer may not reverse engineer, decompile, or disassemble the software nor may Customer directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license eBilling or the related software in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.
- 5.7 Customer acknowledges further that it may not make any copies of the Software nor make copies of any printed materials which may accompany the Software.
- 5.8 Upon termination of eBilling for any reason whatsoever, Customer shall immediately cease any use of the Software.
- 5.9 Although MWEB Business will use its reasonable endeavours to deliver/ transmit/send all Invoices, as scheduled by Customer it shall, without limiting the generality of the Agreement, assume no responsibility for the failure, delay or interruption of the delivery/transmission/sending of any Invoice, or loss of any Invoice.
- 5.10 Customer shall at all times ensure that it uses the correct and complete e-mail addresses when sending Invoice/s. MWEB Business shall, without limiting the generality of the Agreement, not be held responsible for any Invoice/s delivered/ transmitted/ sent to wrong recipients or wrong/ incomplete e-mail addresses
- 5.11 For the purposes of these Product Terms an Invoice would be deemed to have been delivered/ transmitted/ sent the moment Customer activated such Invoice to be sent using eBilling.
- 5.12 Customer accepts full responsibility for the content of any Invoice delivered/ transmitted/ sent via eBilling. Customer furthermore agrees that MWEB Business has no interest in the contents of any Invoice and agrees that nothing that MWEB Business does in the performance of its obligations in terms of eBilling shall be construed as an assumption of responsibility or liability by MWEB Business for any Invoice delivered/ transmitted/ sent on behalf of Customer and/or the content of such Invoice whether or not MWEB Business had knowledge of such content. Without limiting the generality of the General Terms and Use Policies Customer hereby indemnifies MWEB Business and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or damage suffered or arising directly or indirectly from the delivering/ transmitting/ sending of Invoice/s and/or the content of such Invoice/s via eBilling.
- 5.13 Without limiting the generality of the General Terms and Use Policies MWEB Business will use its reasonable endeavours, to protect the confidentiality and security of Customer's information (including e-mail addresses where Invoice/s are sent to) as well as the content of such Invoices, but will only do so to the



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extent that it is under the control of MWEB Business. MWEB Business however does not warrant that the use of eBilling will be confidential and secure and hereby expressly disclaims all warranties of any kind, whether expressed, or implied, for the confidentiality security of Customers information or the content transmitted through eBilling. MWEB Business will however undertake not use such information and/or Invoice content for its own benefit or disclose and/or sell such information and/or content to any third party.

5.14 MWEB Business shall use its reasonable endeavours to have all Invoice/s sent via eBilling available to Customer and/or the recipients thereof in a secure environment on the Internet for a period of three months. MWEB Business shall thereafter use its reasonable endeavours to archive such Invoices for a further period of 57 (fifty seven) months, which archived Invoice/s will be available to Customer on written request to MWEB Business. Customer acknowledges and agrees that nothing in this clause 5.14 constitutes an agreement or creates any obligation on MWEB Business to attend to the storage and/or availability of information on behalf of Customer in terms of any law, regulation and/or agreement in any way whatsoever and is merely done for convenience. It shall be Customer's sole responsibility to comply with any law and/or regulation relating to the storage of such information.