

ADSL 12 Month Internet Subscription Contract



Congratulations! You're just three steps away from getting connected with MWEB.
Use this guide to help ensure your application is processed as quickly as possible.

1 Fill in and sign all these pages:



- Customer details
- Product choice
- Line Rental Agreement Form (**if you select the ADSL All Inclusive product**)
- Terms & conditions (multiple pages)
- Declaration

2 Include all the supporting documentation:



INDIVIDUALS

-  A copy of your SA ID
-  Copy of proof of residential address (Telkom bill, bank statement, municipal bill or retail store bill not older than 3 months; or a current lease agreement, TV licence, vehicle licence document or credit sale agreement.)

BUSINESSES

-  A copy of your business registration document, founding statement, SARS compliance certificate or similar document.
-  A copy of proof of the physical or registered address of the business - any of the same documents as for individual proof of address.

For the business representative:

-  All documents as for an individual applicant.
-  A letter of authority or affidavit from the business confirming that you are authorised to act on behalf of the business.

3 Send us the application

Fax

(021) 596-8722

Email

Salesfaxes@mweb.com



For any enquiries please
contact the call centre on
0860 99 88 97

| | |
|---------------------|----------------------|
| Customer No: | <input type="text"/> |
| MWEB Authorisation: | <input type="text"/> |
| Product/Promo Code: | <input type="text"/> |

Store / Reseller information

| | | | |
|-----------------------|----------------------|-------------|----------------------|
| Retail Store/Reseller | <input type="text"/> | Branch | <input type="text"/> |
| Sales Person Name | <input type="text"/> | Tel. Number | <input type="text"/> |

CUSTOMER DETAILS : ADSL 12 Month Internet Subscription Contract

New MWEB subscriber details

What would you like your new MWEB email address to be?

1st choice @mweb.co.za

2nd choice @mweb.co.za

Email address must be between 3-12 characters. Only letters and numbers are allowed.

Password

Password must be 6-8 characters long and include letters and numbers. You can change it later online.

Personal details

Details of individual applicant, or business representative.

| | |
|---------------------|----------------------|
| Title | <input type="text"/> |
| First names | <input type="text"/> |
| Surname | <input type="text"/> |
| ID/passport number | <input type="text"/> |
| Home phone | <input type="text"/> |
| Work phone | <input type="text"/> |
| Cellphone | <input type="text"/> |
| Fax | <input type="text"/> |
| Residential address | <input type="text"/> |
| | Postcode: |
| Postal address | <input type="text"/> |
| | Postcode: |

Business details

You only need to fill this in if you are applying for an account in the name of a business. The business representative must also fill in *all* their personal details in the left column.

| | |
|---------------------|----------------------|
| Business name | <input type="text"/> |
| Registration number | <input type="text"/> |
| Email | <input type="text"/> |
| Landline | <input type="text"/> |
| Fax | <input type="text"/> |
| Cellphone | <input type="text"/> |
| Physical address | <input type="text"/> |
| | Postcode: |
| Postal address | <input type="text"/> |
| | Postcode: |

Please sign your initials here on every page

CUSTOMER DETAILS

...continued (Page 2)

Payment details

Account holder

Account number

Account type Current Transmission
 Savings Other
 Cheque

Bank

Branch

Branch code

Please debit my bank account as shown in favour of MWEB CONNECT (PTY) LTD with the total amount owing by me as specified in this agreement.

Date



Signature

Don't forget to sign!

Please sign your initials here on every page

ADSL 12-month contract PROMOTIONAL OFFER :

★ When Applying for an ADSL All Inclusive or Data Only 12-month contract you have the option of receiving either 3 months FREE ADSL OR a FREE WNL108 Wi-Fi ADSL router. Please choose one of the options below

| | | |
|---|-----------|---|
| <input type="checkbox"/> OPTION 1  | OR | <input type="checkbox"/> OPTION 2  |
| 3 Months FREE ADSL | | FREE WNL108 ADSL router |

ALL INCLUSIVE ADSL 12 Month Internet Subscription Contract

You pay MWEB for your data and ADSL line

All MWEB members get 300 free WiFi minutes per month to use at any restaurant, hotel or airport with a MWEB WiFi Hotspot

- Please include the following documents with your application:**
- Individuals:**
- Copy of SA ID
 - Copy of proof of residential address (Telkom bill, bank statement, municipal bill or retail store bill not older than 3 months; or a current lease agreement, TV licence, vehicle licence document or credit sale agreement).
- Businesses:**
- Business representative: Individual documents as above.
 - A copy of the business registration document, founding statement, SARS compliance certificate or similar document.
 - Copy of proof of the physical or registered address of the business (see individual requirements above for a list of acceptable documents).
 - Letter of authority or affidavit from the business confirming that the representative is authorised to act on behalf of the business.

Please choose if you require an ADSL All -Inclusive product

| Data | Line speed | Excl VAT | VAT | Unit Price <small>Per unit per month</small> | Quantity |
|---|------------|-----------|----------|---|--------------------------|
| Capped Basic home & office | | | | | |
| 4GB | 384 kbps | R 192.11 | R 26.89 | R 219.00 | <input type="checkbox"/> |
| 5GB | 384 kbps | R 227.19 | R 31.81 | R 259.00 | <input type="checkbox"/> |
| 8GB | 1024 kbps | R 341.23 | R 47.77 | R 389.00 | <input type="checkbox"/> |
| 15GB | 4096 kbps | R 481.58 | R 31.81 | R 549.00 | <input type="checkbox"/> |
| Uncapped, shaped Bigtime surfer | | | | | |
| Uncapped Shaped | 384 kbps | R 306.14 | R 42.86 | R 349.00 | <input type="checkbox"/> |
| | 1024 kbps | R 515.79 | R 72.21 | R 588.00 | <input type="checkbox"/> |
| | 4096 kbps | R 788.60 | R 110.40 | R 899.00 | <input type="checkbox"/> |
| | 10240 kbps | R 2069.30 | R 289.70 | R 2359.00 | <input type="checkbox"/> |

Please sign your initials here on every page

DATA ONLY ADSL

12 Month Internet Subscription Contract

You pay Telkom for your ADSL line

All MWEB members get 300 free WiFi minutes per month to use at any restaurant, hotel or airport with a MWEB WiFi Hotspot

Please choose if you require an ADSL Data Only product

| Capped Basic home & office | Data | Line speed | Excl VAT | VAT | Unit Price <small>Per unit per month</small> | Quantity |
|--|------------------------|-----------------------------------|-----------|----------|---|--------------------------|
| <ul style="list-style-type: none"> An always-on broadband connection that lets you phone & surf the web at the same time . Services include 10GB of local-only data and 300 free WiFi minutes (excluding 1GB offer). Your default billing plan is set to Pay Per MB, once you've reached your data cap you will be billed at 20c per MB for out of package usage . | 3GB | Depends on your Telkom line speed | R 69.30 | R 9.70 | R 79.00 | <input type="checkbox"/> |
| | 4GB | | R 86.84 | R 12.16 | R 99.00 | <input type="checkbox"/> |
| | 8GB | | R 127.19 | R 17.81 | R 145.00 | <input type="checkbox"/> |
| | 10GB | | R 166.67 | R 23.33 | R 190.00 | <input type="checkbox"/> |
| Uncapped, shaped Bigtime surfer <ul style="list-style-type: none"> Pay a fixed monthly fee and use as much data as you like. (<i>Subject to acceptable use policy</i> .) Shaped means that web browsing and email traffic is prioritised . | Uncapped Shaped | 384 kbps | R 192.11 | R 26.89 | R 219.00 | <input type="checkbox"/> |
| | | 1024 kbps | R 262.28 | R 36.72 | R 299.00 | <input type="checkbox"/> |
| | | 4096 kbps | R 472.81 | R 66.19 | R 539.00 | <input type="checkbox"/> |
| | | 10240 kbps | R 1753.51 | R 245.49 | R 1999.00 | <input type="checkbox"/> |

Do you need an ADSL modem ? (Not applicable if Option 2 selected for promotional offer)

NO
 YES
 Cost will be added to first month's account.

| ADSL modem | Excl VAT | VAT | Unit Price <small>Once-off cost</small> | Quantity |
|--|----------|---------|--|--------------------------|
| Billion W40 - Wi-fi ADSL router | R 525.44 | R 73.56 | R 599.00 | <input type="checkbox"/> |
| WNL108 - Wi-fi ADSL router | R 323.68 | R 45.32 | R 369.00 | <input type="checkbox"/> |

Your device options

Billion W40

- Wi-Fi Router (Wireless G)
- 4 LAN port Switch
- Wireless 802.11g

WNL108

- Wi-Fi Router (Wireless N)
- 1 LAN port Switch
- Wireless 802.11b/g/n

Where should we deliver your modem?
(Office hours only)

Business name :
 Building name /no :
 Street :
 Suburb :
 Town :

Postcode :

Please sign your initials here on every page

| | |
|---------------------|----------------------|
| Customer No: | <input type="text"/> |
| MWEB Authorisation: | <input type="text"/> |
| Product/Promo Code: | <input type="text"/> |

MWEB ADSL SPECIAL OFFER CONDITIONS

3 Months Subscription OR Router Included

1. Get the first 3 months of the 12 month subscription free or get the router on offer included if your contract endures for the initial 12 months.
2. This special offer for MWEB ADSL services, excluding the 1GB, 2GB, business and all unshaped packages, is only available on a 12 month fixed term contract to new MWEB subscribers who take up this offer via a MWEB Accredited Dealer or participating Multichoice Agency.
3. This offer is neither transferable nor available in conjunction with any other MWEB promotional offer and all line rentals are excluded on data only packages..
4. Upgrades are not allowed in the first 3 months and downgrades are not allowed for the 12 month fixed term.
5. These conditions are in addition to our General Terms and Conditions and the ADSL Service Terms ("the Terms") and in the event of any conflict these conditions will override the Terms.
6. This offer is valid until 31 December 2011 if all Terms and conditions are accepted.
7. You may receive some benefit (e.g. a voucher or discount on hardware or the like) from the sales channel where you are purchasing this MWEB Service. If so then you must take note that you receive this benefit because of this subscription with MWEB. Where we are allowed in law to charge a reasonable cancellation charge (e.g. upon early cancellation of a fixed term agreement) the value of any benefit received, whether from the sales channel or from MWEB, as part of this offer (e.g. router included) will be taken into account when we determine the reasonable cancellation charge payable by you upon cancellation.

Please sign your initials here
on every page

ADSL LINE RENTAL AGREEMENT

This gives us the authority to apply to Telkom for an ADSL line or migrate an existing ADSL line on your behalf .

ADSL line details

The Telkom phone number on which you want your ADSL line

Please tick the speed you'd like for your ADSL line

| | |
|------------|--------------------------|
| 384 kbps | <input type="checkbox"/> |
| 1024 kbps | <input type="checkbox"/> |
| 4096 kbps | <input type="checkbox"/> |
| 10240 kbps | <input type="checkbox"/> |

ADSL Line Rental / Migration Application Declaration

I, as account holder of the above Telkom phone number:

- consent that MWEB may apply for an ADSL line on my behalf, or if I have an existing ADSL line, may terminate my existing ADSL line with Telkom and may transfer my ADSL line to MWEB.
- acknowledge that if my telephony service is provided by means other than normal copper lines that I will have to contact Telkom directly to convert the service and that they will charge me an installation fee to do so.
- warrant that the Telkom line on which the new ADSL service will be installed, or ADSL line which I want to migrate, is registered in my name.
- confirm that MWEB may link the new ADSL to my existing POTS service.
- have read, understand and agree to Telkom's standard terms and conditions on their website (currently at <http://www.telkom.co.za>) and MWEB's Terms attached.
- declare that the information provided in this ADSL Line Rental/Migration Agreement is true and correct.
- indemnify MWEB, jointly and severally with the applicant of the ADSL All Inclusive Service, against all liability, claims, damages, costs, expenses and/or penalties which (i) may arise from the installation of the ADSL line and/or (ii) may arise if I am not authorised to apply for this ADSL line or its migration from Telkom to MWEB.

If the Telkom line on which the ADSL service will be installed, or the ADSL line which must be migrated, is not registered in the name of the applicant of this ADSL All Inclusive Service, then the said applicant, jointly and severally with the above declarer, indemnifies MWEB against all liability, claims, damages, costs, expenses and/or penalties which (i) may arise from the installation of the ADSL line and/or (ii) may arise if the above declarer is not authorised to apply for this ADSL line or its migration from Telkom to MWEB.

Date

Print name

Signature

IMPORTANT
! The signatory must be the person whose name is on your
• Telkom bill, or the application will be unsuccessful.

Please sign your initials here
on every page

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

MWEB ADSL and Dial-Up Service Terms

These terms have been divided into 3 sections, which we summarise below:

PART A – GENERAL PROVISIONS

These provisions are applicable to all our ADSL packages.

PART B – CAPPED ADSL

These provisions are only applicable to our capped ADSL products ("Capped Packages").

PART C – DIAL UP

These provisions are only applicable to our dial-up products.

PART A: GENERAL PROVISIONS (Applicable to all ADSL products)

1. DEFINITIONS

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

In these ADSL Service Terms:

- 1.1 **ADSL line** means an Asymmetric Digital Subscriber Line;
- 1.2 **ADSL Service** means the provisioning of an ADSL service that enables you to send and receive data and email and to access the Internet using a high-speed connection, comprising of various Data Only Packages and All-Inclusive Packages;
- 1.3 **ADSL Website** means the website located at: <http://myadsl.mweb.co.za> or <https://myaccount.mweb.co.za>;
- 1.4 **All-Inclusive Packages** means ADSL Service packages that include the ADSL line rental and Data Only Packages, as more fully described on our Website and as published by us from time to time;
- 1.5 **Base Cap** or **Cap** means the amount of international and/or local data, measured in GB, that you would like to send and receive during the course of a calendar month;
- 1.6 **Booster** means the Out of Package Usage that you can purchase from us, as set out in clause 8.
- 1.7 **Data Only Packages** means ADSL Service packages that exclude the ADSL line rental and where we only provide you with data / bandwidth capacity, as selected by you in the Application Form;
- 1.8 **Dial-Up Service** means the provisioning of the dial-up services that enables you to send and receive data and email and to access the Internet using an analogue or ISDN line provided by Telkom;
- 1.9 **Fixed Term Agreement** means a contract for the provisioning of the ADSL Service for a fixed term period as indicated on the Application Form;
- 1.10 **Free Local-only Access** means such Local-only Data, as determined by us from time to time, that you may be able to send and receive during the course of a calendar month once you have exceeded your Base Cap;
- 1.11 **GB** means Gigabytes;
- 1.12 **Kbps** means kilobits per second;
- 1.13 **Local-only Data** means the type of data (or bandwidth) that only allows you access to South African locally hosted websites and content;
- 1.14 **Meg** means megabyte;
- 1.15 **Modem** or **Router** means the device which is used to connect your computer to the Telkom Telephone Service, in order to enable the ADSL Service;
- 1.16 **Out of Package Usage** means data sent or received over and above your Base Cap, where a Base Cap is applicable;
- 1.17 **Service Fee** means the amount which we will charge you for the ADSL Service selected by you, as recorded in the Application Form and/or displayed on the ADSL Website;
- 1.18 **Shaped** means that traffic is prioritised and channeled in a specific order, for example web browsing and email traffic will be prioritised;
- 1.19 **Telkom** means Telkom SA Ltd;
- 1.20 **Telkom Resell ADSL Terms and Conditions** means the Telkom Resell ADSL product-specific conditions, which are available at www.telkom.co.za;
- 1.21 **Telkom Telephone Service** means a fixed access line for making and receiving telephone calls (analog Telkom line);
- 1.22 **Unshaped** means that the traffic is not prioritised and channeled in a specific order. The first service requested is delivered first;
- 1.23 **Website** means www.mweb.co.za.

2. SIGNING UP

You have the following options available to you when signing up with MWEB:

2.1 Data Only:

You engage with Telkom directly for the ADSL line rental and Telkom attend to the installation of the ADSL line. We will provide you with internet access over the MWEB ADSL network on a month to month basis, for which you will pay us the Service Fee monthly in advance.

2.2 All Inclusive:

You pay one bill to MWEB for your ADSL Service and ADSL line rental – please note this does not include the cost of your Telkom Telephone Service.

Option A

You rent an ADSL line directly from us and we will apply to Telkom for the ADSL line on your behalf. You will agree to sign and be bound by the Telkom Resell ADSL Terms and Conditions.

Option B

You transfer your existing Telkom ADSL line to MWEB, under which circumstances you will consent in writing that MWEB may terminate your existing ADSL line with Telkom and that we may transfer your ADSL line to MWEB and **you indemnify MWEB against any damages or penalties which may arise from the termination of your existing Telkom ADSL line.**

3. BILLING

- 3.1 You will pay the Service Fee to MWEB monthly in advance by way of debit order, or such other manner as agreed, on the last working day of each and every calendar month. Billing will commence on the Activation Date.
- 3.2 If you signed up or switched over to the ADSL Service in the middle of any calendar month, your first bill will include a pro-rata portion for the remaining period of the month in which you signed up plus the Service Fee for the following month.
- 3.3 MWEB will debit your account on the first debit order run after you signed up. Should you sign up after the debit order run date, MWEB will only debit your account on the following debit order run and your first bill will include a pro-rata portion for the remaining period of the month in which you signed up, plus the Service Fee for the current month, plus the Service Fee for the following month. In other words, you will pay the pro-rata portion plus two months' Service Fee on the next debit order run.
- 3.4 You will be liable for payment of a re-activation fee should your ADSL line or Telkom Telephone Service be suspended due to your breach of the Agreement or the Telkom Resell ADSL Terms and Conditions.
- 4. **ADSL PRE-REQUISITES**
You are required to have an active Telkom Telephone Service in order to make use of the ADSL Service. The ADSL Service is not available everywhere. You are responsible for checking that the ADSL Service is available on your Telkom Telephone Service before you subscribe to the ADSL Service. If you select a Data Only Package you also require an ADSL line. If not provided by MWEB, you need to obtain your own Modem.
- 5. **CONCURRENCY**
For most packages you may only have the following connections to the ADSL Service at any given time, unless otherwise agreed:
 - 5.1.1 1 (one) ADSL connection; and
 - 5.1.2 1 (one) dial-up connection (where applicable) (analogue or 64K ISDN only) at any given time.
- 5.2 Certain Capped Packages allow for more than one concurrent connection, please visit our Website for more information on the concurrency allowed on your selected package.
- 6. **DISCLAIMER**
6.1 We may use or rely on upstream providers to provide the ADSL Service or certain portions thereof. We accordingly provide the ADSL Service subject to the limitations and terms imposed on us by such upstream providers, which includes the actual availability of the upstream provider's network.
6.2 We also do not warrant that we will always be in a position to obtain an ADSL line for you from Telkom, or that Telkom will continue to make the ADSL line used by you available to us for the purposes of this Agreement; or that we will always be in a position to lease ADSL lines to subscribers.
- 7. **DN SECURE**
7.1 MWEB's new security feature DN Secure is now a compulsory part of the ADSL Product assisting you in protecting your ADSL account from being abused or shared by users, other than yourself.
7.2 The service requires that you successfully configure your ADSL DN number. This is the number used to identify your ADSL router on the network in order to authenticate and enable you to utilize the ADSL service. You can configure a maximum of two DN Numbers per account. You can contact the call centre to assist with the configuring of your DN Secure numbers for your account.
- 7.3

Please sign your initials here
on every page

PART B: CAPPED PRODUCTS (Section 8 only applicable to Capped products)
MEASURES TO CONTROL OUT OF PACKAGE USAGE WHERE A BASE CAP APPLIES

8.1 We have measures available to limit your access to the ADSL Service when you reach or exceed your Base Cap, which are implemented subject to the provisions of clause 8.5. For more details on measures to control your Out of Package Usage, please visit the ADSL Website.

8.2 Where you reach or exceed your Base Cap, you will only be able to use the ADSL Service to access Local-only Data up to your Free Local-only Access limit. Once you have used your Free Local-only Access, you will be charged per Meg for any further Local-only Data used. You will however have no access to international websites or content until the start of the next month, unless you buy a Booster; use a dial-up service (where applicable); or increase your Base Cap to a higher GB factor.

8.3 On certain packages, once you reach or exceed your Base Cap, you will immediately be charged per Meg for any further Local-only Data used. You will however have no access to international websites or content until the start of the next month, unless you do one of the following things: buy a Booster; use a dial-up service (where applicable); or increase your Base Cap to a higher GB factor.

8.4 Disclaimer

8.4.1 *Because ADSL Services are session based technology, we do not guarantee the efficiency of any measures available to limit your usage, including without limitation any safety lock.*

8.4.2 *We accordingly do not accept responsibility if you exceed your Base Cap, and we will charge you for Out of Package Usage at our prevailing rates.*

8.4.3 *You are therefore responsible for monitoring and controlling your use of the ADSL Service.*

8.5 Exceeding your Base Cap

8.5.1 From time to time, in any given month, we may allow you, at our discretion, to exceed your Base Cap without stopping your access to the ADSL Service.

8.5.2 However, if we allow you to exceed your Base Cap in this manner, it will merely constitute a temporary indulgence on our part. It will not constitute a waiver of any of our rights, including (without limitation) our right to stop your access to the ADSL Service if you exceed your Base Cap at any time in the future.

8.5.3 If you exceed your Base Cap, we reserve the right to recover from you the cost of the amount of data by which you have exceeded your Base Cap.

PART C: DIAL-UP PRODUCTS (Sections 9 to 10 is applicable to Dial-Up products only)
DIAL-UP SERVICE

9.1 In order to utilise the Dial-Up Service, you need either an analogue or an ISDN line. The analogue or the ISDN line is not included in the Dial-Up Service and you are required to obtain it at your own cost from Telkom. You also require a Modem.

9.2 You will be liable for all telephone line rentals and call charges, directly to Telkom.

9.3 A telephone line (analog or ISDN) is provided to you in terms of an agreement between yourself and your telephone network operator. MWEB is not a party to that agreement and only serves to provide you with access to the Dial-Up Service. **MWEB is not liable for any act or omission on the part of you telephone network operator, which may affect the Dial-Up Service.**

10. Application of ADSL Service Terms

Clauses 1, 3, 5, 6 and 8 above apply equally to the Dial-Up Service, where applicable, and any reference in these clauses to the ADSL Service shall include the Dial-Up Service.

MWEB General Terms and Conditions

1 Definitions

1.1 **"Acceptance Date"** means the date on which you accepted the Agreement, be that in writing or by way of electronic medium, for example by clicking "I agree" on a web page or via your mobile phone, or telephonic acceptance;

1.2 **"Activation Date"** means the date on which MWEB will give you access to and/or enable you to use a product or service;

1.3 **"Add-2-Account service"** means the payment mechanism that enables you to pay for products and services by adding the payment to your MWEB Account where the "Add-2-Account" payment option is displayed. For the purposes hereof **"MWEB Account"** means the subscription account under which you obtain access to our services;

1.4 **"Agreement"** means the agreement concluded between you and MWEB in respect of the product or service contemplated in the Application Form which agreement will be exclusively governed by these general terms and conditions and the product specific terms and conditions applicable to the relevant product or service ("**Product Terms**") read together with the Application Form;

1.5 **"Application Form"** means the document (including any electronic document) on which (*inter alia*) you selected your service or product of choice;

1.6 **"Business Day"** means Monday to Friday, but excludes Saturdays and a day which is an official public holiday in the Republic of South Africa;

1.7 **"Business Hours"** means the hours between 08h00 and 17h00 on a Business Day;

1.8 **"CPA"** means the Consumer Protection Act, 2008;

1.9 **"Electronic Communications Act"** means the Electronic Communications Act, 2005;

1.10 **"ECT Act"** means the Electronic Communications and Transactions Act, 2002;

1.11 **"Equipment"** means any device, equipment or hardware used to access the services or used in conjunction with the services, including any SIM (Subscriber Identity Module) card;

1.12 **"ICASA"** means the Independent Communications Authority of South Africa;

1.13 **"Intellectual Property Rights"** means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978 including any applications for the foregoing and any names, licenses, know how, trade secrets and data associated with the foregoing;

1.14 **"Juristic Person"** means a company or close corporation and includes a body corporate, partnership, association or trust;

1.15 **"Legal Notices Website"** means <http://www.mweb.co.za/legal/policies>;

1.16 **"MWEB Marks"** means any trademarks, logos, brand names, trade names domain names or other names or marks of MWEB whether registered or not;

1.17 **"MWEB", "we", "us" and "our"** means MWEB Connect (Proprietary) Limited, Registration Number 1996/015134/07, its affiliates and subsidiaries;

1.18 **"NCA"** means the National Credit Act, 34 of 2005;

1.19 **"Network Coverage"** means the geographical area within which the service can be accessed and used by you, as determined at the time coverage was established;

1.20 **"Network Operator"** means a company that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Vodacom, MTN and Telkom);

1.21 **"OTP"** means a one time pin number used for enhanced security and required when concluding certain transactions;

1.22 **"RI CA"** means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;

1.23 **"Website"** means www.mweb.co.za;

1.24 **"Subscriber", "you" or "Customer"** means an user of any of our products or services;

1.25 **"Uncontrollable Event"** means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of MWEB including the termination or suspension of a service or product provided by a Network Operator, that may result in a delay or a failure to provide any product or service; and

1.26 **"VAT"** means Value Added Tax as provided for in the Value Added Tax Act, 1991.

2 Commencement, Duration, Termination and Cooling-off

2.1 The Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this Agreement. In the event that the product or service you have applied for is not activated within 30 (thirty) days of the Acceptance Date (or such extended period as MWEB may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.

2.2 **Fixed Term Agreements**

2.2.1 where the Acceptance Date is after 31 March 2011 and the Subscriber is a natural person, you may cancel the Agreement either on the expiry of the fixed period ("**Initial Fixed Period**") selected in the Application Form (such Initial Fixed Period calculated from the Activation Date) or on at least 20 Business Days written notice to MWEB at any time prior to the expiry of the Initial Fixed Period, subject to clause 2.2.4. If the Agreement is not cancelled by you or by us prior to or on the expiry of the Initial Fixed Period, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar month's notice to MWEB, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. We will notify you not more than 80 (eighty) and not less than 40 (forty) Business Days prior to the expiry of the Initial Fixed Period of the impending expiry date any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.

2.2.2 Where the Subscriber is a Juristic Person, you may not cancel the agreement during the initial fixed term of the Agreement (such initial fixed period calculated from the Activation Date) save for a material unremedied breach committed by MWEB. At the expiry of the initial fixed period, the Agreement will automatically renew will continue on a month to month basis ("**Renewal Period**") on the revised terms including revised pricing applicable for such Renewal Period which MWEB will notify you of prior to the expiry of the initial fixed period. You may

Please sign your initials here
on every page

| | | | |
|----------|--|--------------|---|
| | terminate the Agreement during the Renewal Period by giving us either 1 (one), 2 (two) or 3 (three) calendar months notice depending on the specific notice period set out in the Product Terms or Application Form, which notice will take effect on the first day of the month immediately following the end of such notice period. | 4.4.2 | you will not disclose your user name, password and OTP to any other person for any reason whatsoever and that you will maintain the confidentiality thereof; |
| 2.2.3 | MWEB may cancel the Agreement – | 4.4.3 | in the event that your password or OTP are compromised, you will immediately notify MWEB and change your password; |
| 2.2.3.1 | in the case of a fixed term agreement concluded with natural persons – 20 (twenty) Business Days after giving you written notice to remedy a material breach of the Agreement and you have failed to remedy that breach with such time; and | 4.4.4 | you, as the holder of the user name, password and OTP, acknowledge you are solely responsible for all payments in respect of a service charged to your MWEB account, irrespective of whether the service has been utilized or is being utilized by you or not and accordingly the entire amount outstanding on your MWEB account will be deemed to have arisen from (or relate to) your access to and/ or use of a service; |
| 2.2.3.2 | in the case of any other fixed term agreement or any month to month agreement, on the expiry of the reasonable notice period given to you to remedy a material breach and you have failed to remedy that breach within such reasonable period, or otherwise as provided for in the Product Terms or these general terms and conditions. | 4.4.5 | you agree to cause all persons who use any products or services under your account or with your authorization to comply with the Agreement. All acts or omissions of all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions; |
| 2.2.4 | In the case of a fixed term agreement contemplated in 2.2.1, in the event that you cancel the agreement prior to the expiry of the Initial Fixed Term. You will remain liable for all amounts owing up to the date of cancellation and in addition MWEB will be entitled to impose a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended fixed term. | 4.4.6 | unless such right is specifically and expressly provided to you in terms of any applicable Product Terms you will not, at any time, permit and/or initiate a simultaneous network log-in; and |
| 2.3 | Save as specifically provided for in clause 2.2 above, termination of the Agreement shall be governed by and given effect to as contemplated in this Agreement. In particular, month to month agreements (other than fixed term agreements contemplated in clause 2.2.1 and clause 2.2.2) may be terminated by either MWEB or you on one calendar month's notice, save to the extent provided otherwise in the Product Terms, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. | 4.4.7 | you will not attempt to circumvent MWEB's user authentication processes or engage in attempts to access MWEB's network where not expressly authorised to do so. |
| 2.4 | Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to MWEB as a result of the use of or access to the product or service and this Agreement shall be deemed to continue to apply until such time as all amounts due to MWEB have been paid in full. | 4.5 | MWEB also offers a password reminder service. MWEB will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to notify MWEB thereof and to update your details via the My Account site found at (http://www.mweb.co.za/services/myaccount/Default.aspx). |
| 2.5 | If the Agreement results from any direct approach to you by MWEB or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to MWEB without reason or penalty within 5 (five) Business Days of – | 5 | Service Delivery, Service Availability |
| 2.5.1 | in the case of services only being provided in terms of the Agreement - the Acceptance Date; and | 5.1 | MWEB will make all its services and products available to you in accordance with the provisions of its Code of Conduct and Service Charter, which are available on our Website under Legal Notices, at MWEB's retail shops, and on request. |
| 2.5.2 | in the case where goods are provided and constitute the subject of the Agreement, whether in conjunction with services or on its own – the date of delivery of such goods. | 5.2 | MWEB will use reasonable endeavors to make its services available to its Subscribers, and to maintain the availability thereof for use by its subscribers. However, we provide the services "as is" and "as available" and do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable. |
| 2.6 | For purposes of clause 2.5.2, goods include any literature, music, photograph, motion picture, game, information, data software, code or other intangible product or any license to use such intangible product. Where the Agreement relates to the provision of services and you are provided with Equipment or goods to which clause 9 applies then clause 2.5.1 and not clause 2.5.2 will apply. | 5.3 | MWEB will use its best endeavors to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but can not always guarantee this. |
| 3 | NCA and ECT Act | 6 | Data Retention |
| 3.1 | Although the Agreement is not a credit agreement as contemplated in the NCA, your application for a service or product may be subject to a credit referencing or risk assessment process. This means that MWEB may utilize the information provided by you including your personal information and request and receive information about you and your credit record ("Assessment Information") from registered credit bureaus in order to determine whether you will be in a position to meet your obligations under the intended Agreement. MWEB will be entitled to decline to activate a product or service that you apply for if MWEB reasonably determines that you may not be able to meet your commitments under the Agreement. | 6.1 | We will use reasonable endeavors to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos, data and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as: we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and we will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us. |
| 3.2 | MWEB is entitled to perform these assessments each time you apply for a service or product. | 6.1.1 | we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and |
| 3.3 | The consumer protection provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It also does not apply to paper based transactions, e.g. where you apply for a service or product by completing an Application Form in writing. | 6.1.2 | we will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us. |
| 4 | Conditions of access | 7 | Communication, Complaints Handling and Dispute Resolution |
| 4.1 | MWEB will, unless it declines to activate the service as contemplated in clause 3.1, make the service available to you on the Activation Date. | 7.1 | You agree that MWEB may from time to time send you communications regarding (without being limited to) special offers or discounts which MWEB may negotiate for and offer to its Subscribers and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications. |
| 4.2 | MWEB will, where relevant, issue a user name and password to you prior to the Activation Date in order to enable you to gain access to and/or use a service. In such instance, you will not be able to access and/or use a service without a user name and password. | 7.2 | Complaints must be submitted to MWEB and will be dealt with by MWEB in accordance with the provisions of this clause 7. |
| 4.3 | You may be issued with an OTP for the purposes of concluding certain transactions. The OTP will be SMS'd to the cell phone number provided by you and should such cell phone number change it is your responsibility to notify MWEB thereof and to update your details via the My Account site found at (http://www.mweb.co.za/services/myaccount/Default.aspx). Should you not have a cell phone you will need to contact our call centre to complete transactions requiring an OTP. | 7.3 | Any payment default by you arising from, or in connection with, any service or product rendered or provided by MWEB, will be excluded from the provisions of this clause, and MWEB will be entitled to proceed to institute legal action against you. |
| 4.4 | You agree that: | 7.4 | Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach ICASA or any other relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 7.10 below. |
| 4.4.1 | you will use your user name, password and OTP for your own personal use only; | 7.5 | Please direct all complaints to complaints@mweb.co.za . Your complaint should include the following: |
| | | 7.5.1 | your name and surname; |
| | | 7.5.2 | your account number; |
| | | 7.5.3 | the date on which the complaint arose; and |
| | | 7.5.4 | a brief description of what gave rise to the complaint. |
| | | 7.6 | In the event of a billing complaint you should also include the following: |

Please sign your initials here on every page



- 7.6.1 a copy of the bill concerned or the particulars thereof, e.g account number;
- 7.6.2 the reason for the dispute;
- 7.6.3 the amount in dispute; and
- 7.6.4 supporting information or documentation, if any.
- 7.7 MWEB will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 7.8 MWEB will formally respond with a view to proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 7.9 You may approach ICASA or any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out in clause 7.10 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by MWEB.
- 7.10 Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Cape Town or Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 7.11 The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 7.12 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.
- 8 Payment**
- 8.1 Billing will commence on the Activation Date.
- 8.2 You agree to pay all amounts due under this Agreement in consideration for a service or product in accordance with the Application Form under which that service is rendered or that product is offered.
- 8.3 To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favor of MWEB (drawn against a current banking account nominated by you), or in such other manner as MWEB may from time to time determine. You agree that:**
- 8.3.1 MWEB will be entitled and authorized to draw all amounts payable in terms of the Agreement from the account specified by you (or any other bank or branch to which it may be transferred);**
- 8.3.2 the debit order will commence on the Activation Date and will continue and not be revoked until termination of this Agreement or until all amounts due and owing to MWEB have been fully and finally discharged;**
- 8.3.3 you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 8.3.**
- 8.4 Your first bill may be for part of a month and you will be charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month.
- 8.5 Should you fail to pay any amount on the due date for payment then MWEB may, without prejudice to any of its other rights and remedies: take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms;
- 8.5.1 suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or
- 8.5.2 subject to clause 2, terminate this agreement with immediate effect.
- 8.6 In the event of MWEB suspending your access to the service, MWEB reserves the right to continue to charge you the minimum required to keep your account activated for the period of suspension, unless terminated by you in terms of this Agreement.
- 8.7 If any changes are proposed to any terms of an agreement between MWEB and a Network Operator which impacts on the provision of any services or products in terms of this Agreement, MWEB shall subject to clause 2 above, be entitled to amend the terms, fees or charges for its services or products at any time on 30 (thirty) days notice to you as provided for in clause 21 below. The amendment will take effect on the date indicated in the notice.
- 8.8 MWEB will use reasonable endeavors to inform you well in advance, and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.
- 8.9 When roaming (including voice, data and hotspot roaming), you will be responsible for all applicable MWEB charges in addition to the relevant service provider's charges and subject to their limitations or conditions of such roaming services.
- 8.10 To the extent that MWEB incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.
- 8.11 You will only be able to register for the Add-2-Account service if:
- 8.11.1 your MWEB Account is paid/settled by means of credit card or debit order;
- 8.11.2 at least one successful payment has been made by way of debit order or credit card in respect of your MWEB Account prior to your registration for the Service; and
- 8.11.3 you pass our credit vetting rules, as determined by MWEB from time to time.
- 8.12 The products and services that you may elect to pay for by means of the Add-2-Account service may be offered by third party providers and are subject to their applicable terms and conditions. **You are solely responsible for evaluating the product or service, as the case may be, and the terms and conditions applicable to it before using the Add-2-Account service to pay for it.** We are not a party to or in any way responsible for any transaction between you and the provider of any such products/services.
- 8.13 You are responsible for all transactions and any other activities that may occur under your user name and password and that all payments made by means of the Add-2-Account service under your user name and password will be deemed to have been made by you.
- 8.14 MWEB will be entitled to impose spending limits on the total amount of payments that may be made by means of the Service per MWEB Account during a particular period and change such limits from time to time. Once the maximum spending limit has been reached, MWEB will be entitled to block any further payments from being made by means of the Service on the particular MWEB Account until the next day/month (whichever is applicable). The starter-spending limit will be R150.00 (one hundred and fifty Rand) per MWEB Account per month.
- 9 Equipment and Software**
- 9.1 Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:
- 9.1.1 you will take reasonable care with such Equipment;
- 9.1.2 you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
- 9.1.3 you may not re-locate such Equipment without our knowledge and permission;
- 9.1.4 you will inform any landlord that such Equipment is owned by MWEB and therefore not subject to any landlord's hypothec; and
- 9.1.5 you will return such Equipment to us at your own expense upon termination of the services to which the Equipment related.
- 9.2 If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.
- 9.3 You authorise us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities.
- 9.4 Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the services or for the proper operation of the services (e.g. 112 emergency services). Such requirements may be changed from time to time as we may reasonably require. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.
- 9.5 You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate the services, your obligations under the Agreement will continue to apply save as provided for in clause 2.
- 9.6 Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take all reasonable steps to protect such software or documentation from theft, loss or damage. You will be obliged to review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Agreement.
- 10 Return, Exchange and Refunds**
- 10.1 MWEB's policy in respect of exchanges, returns and refunds depends on, inter alia, the type goods and the policy of the manufacturer or supplier thereof. Where the CPA applies to you, MWEB's policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds.
- 10.2 Warranties, if any, will ordinarily be included in the hardware packaging.
- 10.3 Where the CPA applies to you and/or the product or service in question, MWEB will provide, the warranties, undertakings and assurances as required under the CPA but subject to any limitations and restrictions as allowed under the CPA.
- 11 Security and Privacy**
- 11.1 MWEB will be entitled to take whatever action MWEB may deem necessary and reasonable to preserve the security and reliability of its network.
- 11.2 You may not utilize any service in any manner which may compromise the security of MWEB's network, or any other network connected to MWEB's network, or tamper with a service or such a network in any manner whatsoever.

Please sign your initials here
on every page



- 11.3 MWEB takes reasonable steps to secure your payment information. MWEB uses a payment system that is in MWEB's reasonably opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.
- 11.4 MWEB will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website and in compliance with all relevant laws.
- 12 Acceptable Use Policy**
You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard you will be expected to have read and familiarized yourself with our Acceptable Use Policy attached hereto.
- 13 RICA and Interception of Communications**
- 13.1 MWEB and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via MWEB's or the Network Operator's network. MWEB and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of MWEB and/or a third party Network Operator performing any activity referred to in this clause where MWEB is obliged by operation of law to perform such acts.
- 13.2 A copy of RICA is available at <http://www.info.gov.za/acts/2002/a70-02>.
- 13.3 Should you sell or in any manner provide your activated SIM card to any person other than a family member, you and the person receiving the SIM card must provide MWEB with certain information. Should you lose or have a SIM card or cellular telephone stolen you must report it to the South African Police Services.
- 13.4 Should you provide a SIM card to your employee or lease your SIM card to a third party you need to obtain and keep certain information about the person receiving the SIM card.
- 13.5 In order to assist you to comply with the above requirements, we have set out important information on what documentation you need to provide and/or obtain and keep in our RICA document found here <http://www.mweb.co.za/general/?p=rica>.
- 14 Intellectual Property Rights**
- 14.1 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.
- 14.2 You are prohibited from using any MWEB Marks without the prior written approval of MWEB.
- 14.3 Other than as specifically provided in the product or service specific terms and conditions, MWEB will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to software used by MWEB, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the product or service specific terms and conditions.
- 15 Emergency Calls**
- 15.1 Should you make use of the 112 emergency service number while using any of MWEB's services, MWEB can disclose the caller line identity either to the 112 emergency centre or to the third party that may carry the call to the 112 emergency centre.
- 15.2 The 112 emergency service number will become the exclusive national public emergency number; subscribers are therefore urged to use the 112 number instead of the 10111, 10177 and 107.
- 16 Breach**
- 16.1 Subject to any other provisions set out in these general terms and conditions or the Product Terms and without prejudice to any of these provisions, should you be in breach of any provision of this Agreement, then MWEB shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:
- 16.1.1 afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or
- 16.1.2 suspend your access to a service;
- 16.1.3 cancel all agreements concluded between us; or
- 16.1.4 claim immediate performance and/or payment of all your obligations in terms hereof.
- 16.2 Should MWEB suspend, disconnect or terminate your service, MWEB will be entitled to, charge you a fee for reconnecting your service.
- 17 Indemnity**
- 17.1 You hereby unconditionally and irrevocably indemnify MWEB and agree to indemnify and hold MWEB harmless against all loss, damages, claims, liability and/ or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by MWEB as a result of any claim instituted against MWEB by a third party (other than you) as a result of (without limitation):**
- 17.1.1 your use of our services or products other than as allowed or prescribed in the Agreement;**
- 17.1.2 any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.**
- 18 Limitation of liability**
- 18.1 Save to the extent otherwise provided for in this Agreement or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.**
- 18.2 Without limiting the generality of the provisions of clause 18.3, MWEB shall not be liable for and you will have no claim of whatsoever nature against MWEB as a result of -**
- 18.2.1 your use of the password reminder service which you acknowledge you are not obliged to use and have voluntarily elected to make use of;**
- 18.2.2 the loss of or access to any usernames, passwords or OTPs which you are required to safeguard and not allow unauthorized access on the understanding that we will be entitled to assume that you are the person so using or gaining access to any service or account where your username, password or OTP is used;**
- 18.2.3 any unavailability of, or interruption in the service due to an Uncontrolled Event;**
- 18.2.4 any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement.**
- 18.3 In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, MWEB shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that MWEB is liable to you for any damages, MWEB's liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for a service or product during the immediately preceding 12 (twelve) month period in respect of the service or product which gave rise to the liability in question.**
- 19 Cession and Delegation**
 You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this Agreement without the prior written approval of MWEB. MWEB shall be entitled to sell, cede, assign, delegate, alienate, dispose or transfer any or all of its rights and obligations under and in terms of this Agreement to any of its affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes MWEB's holding company, the holding company(ies) of MWEB's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by MWEB or are under common control with MWEB.
- 20 Jurisdiction**
 Notwithstanding clause 7 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by MWEB arising out of this Agreement, provided that MWEB shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7 above.
- 21 Amendment of this agreement**
 MWEB reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made.
- 22 General**
- 22.1 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No changes or cancellation of this Agreement by you, including any changes to the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service.
- 22.2 MWEB is in terms of section 43 of the ECT Act required to make its contact details and certain other information available to its Subscribers who enter into electronic transactions with MWEB. This information is available under "ECT Act Information" under Legal Notices on our website.
- 22.3 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.
- 22.4 No indulgence, leniency or extension of time which MWEB may grant or show to you shall in any way prejudice MWEB or preclude MWEB from exercising any of its rights in the future.

Please sign your initials here
on every page

- 22.5 In the event of a discrepancy between these Terms and Conditions and the Product Terms, the Product Terms will take precedence.
- 22.6 You warrant that as at the date of signature of the Application Form, all the details furnished by you to MWEB are true and correct and that you will notify MWEB in the event of any change to such details.
- 22.7 All our terms and conditions can be accessed, stored, and reproduced electronically by you.
- 22.8 The physical address where MWEB will receive legal service of documents is the following:

MWEB Building
100 Fairway Close
Parow
7500

MWEB ACCEPTABLE USE POLICY

Introduction

MWEB is committed to complying with legislation and ensuring all its Customers have the ability to use its network and the Internet without interference or harassment from other users. MWEB's Acceptable Use Policy ("AUP") is designed to help achieve these goals. By using any of MWEB's services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. MWEB reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website at <http://www.mweb.co.za/legalpolicies/>. Customer's use of MWEB's services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to MWEB services that provide (or include) Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc) or any other services provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: MWEB prohibits use of the IP Services in any way that is: i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of MWEB's network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy. Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed via a link from a MWEB-branded website or from a website that contains MWEB-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/ receive upload/ download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/ material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of MWEB or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize MWEB provided web or content hosting, MWEB reserves the right to decline to provide such services if the content is determined by MWEB to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: IP Services should not be used for the purpose of commission an offence against a child or in way that would constitute or promote unlawful interaction with children.

Child Pornography: IP Services shall not be used to publish, submit/ receive, upload/ download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to MWEB at the following e-mail address: abuse@mweb.com. MWEB will report any discovered violation of this

prohibition to the South African Police services and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/ E-mail Abuse:

Spam/ E-mail abuse is prohibited using IP Services. Spam/ E-mail abuse shall include, but are not limited to, the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the MWEB network or of the networks with which MWEB interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Connectivity Services

- MWEB reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.
- Unless you are subscribed to a business package, you may not use any services for anything other than your own personal use.
- Unless you subscribe to a business package and you are permitted in terms of such business package, you may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any commercial purposes. For example, you cannot provide Internet access to others through a dial up, ADSL or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services.
- You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating

Please sign your initials here
on every page

levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.

- We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.
- We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your use. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting your data traffic by controlling your network and/ or bandwidth usage.
- You may not use service for unattended automated operation, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
- We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.
- We are committed to provide you with uninterrupted services. However, we can not guarantee that service and the allocated capacity will always be available.
- We can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates. IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of MWEB's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;

- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to MWEB's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/ uploaded, created, accessed or transmitted using the IP Services. MWEB has no responsibility for any material created on the MWEB's network or accessible using IP Services, including content provided on third-party websites linked to the MWEB network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by MWEB of the content(s) of such sites. Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in MWEB taking actions, which may either be a warning, a suspension or termination of Customer's services. When reasonably possible, MWEB may provide Customer with a notice of an AUP violation allowing the Customer to promptly correct such violation.

If the IP Services are used in a way that we, in our reasonable discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/ or the immediate limitation, restriction, suspension or termination of all or any portion of the services or your account.

Should you engage in any one or more of the above activities, which shall be determined in MWEB's reasonable discretion and which decision shall be final, then MWEB shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;
- terminate all agreements with you with immediate effect;
- bill you for any costs incurred by MWEB as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of MWEB's name or registered domain names and CPU cycles; and
- disclose information relating to the offending activity as may be required under the circumstances.

MWEB has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, MWEB may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the MWEB network and its customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an MWEB Customer (or its user) should be directed to abuse@MWEB.com, include details that would assist MWEB in investigating and resolving such complaint.

Please sign your initials here on every page

| | |
|---------------------|----------------------|
| Customer No: | <input type="text"/> |
| MWEB Authorisation: | <input type="text"/> |
| Product/Promo Code: | <input type="text"/> |

DECLARATION

Please read and sign this declaration

- I declare that the information given by me is true and correct.
- I have selected the correct product package and understand the service I will be receiving from MWEB Connect (Pty) Ltd.
- I understand that the conclusion of an agreement with MWEB may be subject to credit vetting.
- I warrant that I have the contractual capacity and/or am duly authorised to enter into this agreement with MWEB.
- I understand that important clauses in this agreement, which may limit MWEB's responsibility or involve some risk for me, may be in bold or italics. I have paid special attention to these clauses. I also understand that every clause is important and that by signing this application I agree to everything in it.

Print name

Date

Signature