



Product Terms

ADSL

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 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 ADSL Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Use Policies under “**General Terms**” and other notices under “**Notices**” on our Legal Website; and
 - 1.3.2 the Product Terms set out herein;
(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of ADSL 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 “**ADSL**” means the: (i) Internet access provided by MWEB Business to Customer to send and receive data and e-mail via an ADSL Line which Services are provided in accordance with the selections as indicated by Customer in the Application Form under such heading or description and/or any application for a Booster or Auto-Booster, but subject to any applicable Cap or Booster Cap; and (ii) Mailbox;
 - 1.5.2 “**ADSL Line**” means an Asymmetric Digital Subscriber Line provided to Customer by Telkom in accordance with it’s PSTN license (including any conversion of that licence in terms of section 93 of the Electronic Communications Act) or by MWEB Business as envisaged in the provisions of clause 5 below;
 - 1.5.3 “**ADSL Tool**” means any website, alert, tool, aid, monitor or any other content, tools or services offered by MWEB Business as part of ADSL;
 - 1.5.4 “**ADSL Website**” means the ADSL website located at: <http://myadsl.mweb.co.za> and/or <https://myaccount.mweb.co.za/myadsl>;
 - 1.5.5 “**Application Form**” means the application form completed and signed by Customer for the initiation of the ADSL, as same may be amended from time to time in terms of the Agreement;
 - 1.5.6 “**Auto-Booster**” means the Outs of Package Usage of 1.5GB Customer is allowed to subscribe to which will be automatically made available to Customer every time Customer reaches and/or exceeds is/her/its Base Cap or Cap;

- 1.5.7 **“Booster”** means the Out of Package Usage that Customer can purchase from MWEB Business as set out in clause 6 below;
- 1.5.8 **“Booster Cap”** means the amount of data Customer is allowed to receive or send, using ADSL and which is in addition to a Cap, as selected by Customer in the Application Form or otherwise when applying for a Booster or Auto-Booster;
- 1.5.9 **“Base Cap or Cap”** means the limit on the amount of international and/or local measured in gigabytes Customer is allowed to send and receive during the course of a calendar month using 1GB; 2GB; 3GB; 5GB; 7.5GB; 10.5GB; or 13.5GB ADSL, as selected in the Application Form;
- 1.5.10 **“Base Cap or Cap Charge”** means the Service Fees which MWEB Business will charge Customer in respect of the Base Cap or Cap selected by Customer in the Application Form which amount shall either be specified in the Application Form and/or displayed on the ADSL Website;
- 1.5.11 **“Dial Up”** means analogue dial-up or 64k ISDN Internet access Services provided in accordance with the selections as indicated by Customer in the Application Form and the relevant Product Terms applicable to Dial Up, which can be found under the name Dial Up at <http://www.mwebbusiness.co.za/legal.aspx> under the heading Product Terms. Such Product Terms shall be applicable to Dial Up and are deemed to be included in the Agreement, but with the exclusion of the duration clause applicable to the Dial Up Product Terms;
- 1.5.12 **“Equipment”** means the modem or router used to connect Customer’s computer to the Telkom Telephone Service in order to enable connectivity to the ADSLs which is either: (i) rented to Customer in terms of the Equipment Rental Product Terms which can be found under the name **“Equipment Rental”** at <http://www.mwebbusiness.co.za/legal.aspx> under the heading **“Product Terms”**. Such Product Terms shall be applicable to rental of the Equipment and are deemed to be included in the Agreement or (ii) rented to Customer in terms of the Equipment Rent To Own Product Terms which can be found under the name **“Equipment Rent To Own”** at <http://www.mwebbusiness.co.za/legal.aspx> under the heading **“Product Terms”**. Such Product Terms shall be applicable to rental of the Equipment and are deemed to be included in the Agreement; or (iii) sold to Customer in terms of the Equipment Purchase Product Terms which can be found under the name **“Equipment Purchase”** at <http://www.mwebbusiness.co.za/legal.aspx> under the heading **“Product Terms”**. Such Product Terms shall be applicable to the purchase of the Equipment and are deemed to be included in the Agreement;
- 1.5.13 **“Free Local-only Access”** means the 10GB of Local-only Data that will enable Customer to continue to send and/or receive local traffic during the course of a calendar month upon reaching of Customer’s Base Cap or Cap and shall not be applicable to 1GB Data only products;
- 1.5.14 **“GB”** means gigabyte;
- 1.5.15 **“General Terms”** means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/legal.aspx> under the heading General Terms;
- 1.5.16 **“Installation and bringing into Service Charge”** means a once off fee for the costs relating to the set-up and connection of Customer to Telkom’s network to enable access to and use of the ADSLs;
- 1.5.17 **“Kbps”** means kilobytes per second;

- 1.5.18 “**Local-only Data**” means the type of data or bandwidth enabling Customer to access South Africa locally hosted website and/or content;
- 1.5.19 “**Mailbox**” has the meaning ascribed to it in the Product Terms applicable to Mailbox, which can be found under the name Mailbox at <http://www.mwebbusiness.co.za/legal.aspx> under the heading Product Terms. Such Services are provided in accordance with the Customer’s selections as indicated by Customer in the Application Form and subject to such Product Terms applicable to Mailbox, but with the exclusion of the duration clause applicable to the Mailbox Product Terms;
- 1.5.20 “**Meg**” means megabyte;
- 1.5.21 “**Out of Package Usage**” means the data sent or received over and above the Base Cap or Cap;
- 1.5.22 “**POTS**” means the plain old telephone service plain old telecommunication service; and
- 1.5.23 “**Safety Lock**” means the ADSL usage limit in excess of the Base Cap or Cap selected by Customer in the Application Form which enables Customer to use the ADSL to the maximum safety lock of 5 (five) GIG.
- 1.5.24 “**Self Install Option**” means the option selected by Customer in the Application Form which allows Customer to self install the Equipment at his/her/its premises;
- 1.5.25 “**Telkom**” means Telkom SA Limited and/or its successors.
- 1.5.26 “**Telkom Resell ADSL Terms and Conditions**” means the Telkom Resell ADSL product specific conditions available at www.telkom.co.za;
- 1.5.27 “**Telkom Telephone Service**” means a fixed access line used to make and/or receive telephone calls;
- 1.5.28 “**Unit Price**” means the costs per Meg of the Booster or Auto Booster;
- 1.5.29 “**Usage Based Booster**” means Out of Package Usage for which Customer will be charged per Meg.

2. DURATION

- 2.1 ADSL shall except if provided in terms of clause 2.2 below, commence with effect from the date of activation of the ADSL by MWEB Business and endure for an indefinite period unless terminated in accordance with provisions of the General Terms. Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Should the Application Form specify the minimum period for ADSL:
- 2.2.1 the ADSL shall commence with effect from the date of activation of the ADSL by MWEB Business and endure for the minimum period specified in the Application Form (hereinafter referred to as the “**Initial Period**”). Notwithstanding the aforesaid, the provisions of this clause 2.2 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2.2 either Party may terminate ADSL at the end of the Initial Period in accordance with the General Terms. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.

2.2.3 if neither Party has given notice as contemplated in clause 2.2.2 above, ADSL shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate ADSL in accordance with the General Terms.

2.3 In the event of a termination, Customer's use of ADSL shall be deemed terminated. However, in the event that Customer logs on to ADSL following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate ADSL without notice to Customer.

2.4 To the extent that ADSL provided to Customer is suspended by MWEB Business in terms of clauses 9 and/or 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of ADSL, 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 or Base Cap Charge, as the case may be specified in the Application Form and/or displayed on the ADSL Website to MWEB Business in accordance with the provisions set out in the General Terms.

3.2 Customer acknowledges that in addition to the Services Fees, Customer shall be liable for the payment of any charges chargeable for the Telkom technician dispatched at Customer's premises at Customer request, save for the Telkom ADSL network related matters which will be free of charge.

3.3 The prices for the different Hard Cap Boosters, the Auto Booster, and the Unit Price for the Usage Based Boosters are available on the ADSL Website. MWEB Business reserves the right to change these prices from time to time.

3.4 **Data Only** (Customer pays MWEB Business for the Base Cap and Telkom ADSL Line rental)

3.4.1 Customer acknowledges and agrees that:

3.4.1.1 if he/she/it has signed up for or switched over to ADSL on or before the 15th of the month, Customer's first bill will include the: (i) full Services Fees for that month; plus (ii) full Services Fees applicable in the following month;

3.4.1.2 if he/she/it has signed for or switched over to ADSL after the 15th of the month, Customer's first bill will include the: (i) half of the Service Fees for the first month; plus (ii) full Services Fees applicable in the following month. Customer will still be provided with a full data cap in the first month.

3.4.1.3 if he/she/it has signed up for an upgrade of the ADSL on or before the 15th of the month, Customer's first bill will include the: (i) full Service Fees for the first month of the upgrade; and (ii) full Service Fees applicable in the following month.

3.4.1.4 if he/she/it has signed for an upgrade of the ADSL after the 15th of the month, Customer's bill will include the: (i) full Services Fees for the first month of the upgrade; and (ii) full Services Fees applicable in the following month. Customer will still be provided with a full data cap in the first month.

3.5 **All Inclusive** (Customer pays MWEB Business for the Base Cap and Telkom for the ADSL Line_rental)

3.5.1 Customer acknowledges and agrees that he/she/it shall be billed pro rata for the Services Fees applicable in that month plus the Service Fees for the following month. Customer will receive the full Data Cap for the month.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 These ADSL Product Terms shall not apply to any uncapped MWEB Business ADSL.
- 4.2 MWEB Business undertakes to use its reasonable endeavours to provide Customer with ADSL on a 24 (twenty four) hour per day basis on each and every day for the continued duration of ADSL.
- 4.3 Although MWEB Business uses reasonable care and diligence to ensure that ADSL is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that ADSL is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that ADSL is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.4 Customer acknowledges that the following circumstances and events may impact upon its use of ADSL and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of ADSL by other customers; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures, which includes telecommunication links and line failures; (iv) 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 ADSL; (viii) electrical power failure; (ix) any other action, omission and/or failure not within MWEB Business' control which has an impact on ADSL.

5. ADSL LINE AND TELKOM

- 5.1 Customer acknowledges that:
- 5.1.1 the Telkom Telephone Service and ADSL Line are required to enable MWEB Business to supply ADSL Services and it is not included in ADSL Services.
- 5.1.2 ADSL Services are not available everywhere and it is Customer's responsibility to ensure that the ADSL Services is available on his/her/its Telkom Telephone Services before Customer subscribes to ADSL Services;
- 5.1.3 Access to the ADSL Services can be provided in one of the following ways:
- 5.1.3.1 Customer engages directly with Telkom for the ADSL Line rental under which circumstances:
- 5.1.3.1.1 Telkom will attend to the installation of the ADSL Line;
- 5.1.3.1.2 Customer will be responsible for the payment of all the fees chargeable by Telkom for the ADSL Line which includes: (i) Installation; (ii) bring into Service; and (iii) a monthly line rental fee directly to Telkom;
- 5.1.3.1.3 MWEB Business will only provide the Base Cap or Cap to Customer over the Telkom ADSL network on a month to month basis; or

5.1.3.2 Customer rents the ADSL Line directly from MWEB Business under which circumstances:

- 5.1.3.2.1 Customer will qualify for the Self Install Option in accordance with the criteria determined by Telkom, which criteria is as set out in the ADSL Website;
- 5.1.3.2.2 MWEB Business will apply directly to Telkom for the ADSL Line on Customer's behalf and Telkom will approve the application
- 5.1.3.2.3 MWEB Business may in certain instances supply Customer with the Equipment which is required to enable the provision of the ADSL Services to Customer via the Telkom ADSL network;
- 5.1.3.2.4 Customer will be required to agree to and sign the Telkom Resell ADSL Terms and Conditions;
- 5.1.3.2.5 Customer will complete and sign the Application Form for the initiation of the ADSL Services;
- 5.1.3.2.6 Customer will pay MWEB Business directly the Services Fees as set out in clause 3 above;
- 5.1.3.2.7 the ADSL Line will be limited to the following line speeds: (i) up-to 384Kbps; (ii) up-to 512Kbps; or (iii) up-to 4096Kbps; or

5.1.3.3 Customer transfers his/her/its existing ADSL Line to MWEB Business under which circumstances:

- 5.1.3.3.1 Customer will consent in writing that MWEB Business may terminate his/her/its existing ADSL Line with Telkom and transfer such ADSL Line to MWEB Business;
- 5.1.3.3.2 Customer agrees to rent the ADSL Line from MWEB Business and agrees that MWEB Business will provide him/her/it with a Base Cap or Cap;
- 5.1.3.3.3 Customer will be liable to pay MWEB Business the Services Fees set out in
- 5.1.3.3.4 Customer agrees to indemnify MWEB Business against any damages, penalties which may arise from the termination of Customer's existing Telkom ADSL Line;

5.1.4 it shall be solely responsible for complying with all terms and conditions and/or limitations imposed by Telkom on ADSL Line.

5.2 Customer acknowledges that MWEB Business uses Telkom's network to provide ADSL. ADSL is therefore provided subject to the limitations and terms imposed by Telkom upon MWEB Business in this regard, which includes: (i) availability of the Telkom network; (ii) limitations on bandwidth: and/or (iii) the amount of data/e-mail that may be sent during a given period of time. Should Telkom amend any of the said terms and/or conditions, which may have an impact on ADSL then MWEB Business may amend ADSL accordingly, provided that it uses its reasonable endeavours to provide Customer with reasonable notice of such amendments.

5.3 Customer acknowledges that MWEB Business does not in any manner warrant that:

5.3.1 it will always be in the position to obtain ADSL Line on Customer's behalf from Telkom;

5.3.2 Telkom will continue to make the ADSL Line used by Customer available to us for the purposes of providing the ADSL Service;

5.3.3 It will always be in the position to lease the ADSL Line to Customer as contemplated in the clause 5 below;

5.4 Should Telkom discontinue ADSL Line service with Customer for any reason whatsoever Customer will only be able to terminate ADSL in accordance with these Product Terms.

5.5 Customer acknowledges and agrees that MWEB Business may be required by Telkom to limit the amount of data and/or email Customer sends during intervals and that MWEB Business shall have the right to limit the amount of data and/or email Customer sends during intervals.

6. MEASURES TO CONTROL OUT OF PACKAGE

6.1 Customer acknowledges and agrees that:

6.1.1 ADSL usage shall be limited to the Safety Lock;

6.1.2 although MWEB Business have measures available to limit Customer's access to the ADSL Services when Customer has reached and/or exceeded his/her/its Base Cap or Cap, MWEB Business does not without limiting the provisions of clause 8 below, guarantee that Customer's use and/or access to the ADSL Service will be automatically suspended should Customer exceed the Safety Lock. It is therefore Customer's duty to ensure that he/she/it (including any third party who has access to Customer's ADSL) does not exceed the Safety Lock. It is therefore important that Customer monitor and measure his/her/its ADSL usage by using the cap aids and alerts as envisaged in clause 8 below.

6.1.3 if he/she/it has subscribed for a 1GB data only product, should Customer reach and/or exceed his/her/its Base Cap, Customer will be charged 3c (three cents) per MB for any further Local-only Data used. Customer will however have no access to international websites or content until the start of the next month, unless Customer:

6.1.3.1 purchases a Booster;

6.1.3.2 uses a Dial-Up service; or

6.1.3.3 increases his/her/its Base Cap or Cap to a higher Gigabyte factor.

6.2 In order to assist Customer in the management of his/her/its ADSL Service usage, MWEB Business shall provide Customer with the following different Booster options:

6.2.1 **OPTION1** : BUY ANY OF THE FOLLOWING BOOSTERS EITHER ONLINE OR VIA CALL CENTRE

6.2.1.1 Hard Cap Booster limited only to existing Customers;

6.2.1.1.1 Customer shall be allowed to purchase a 1.5GB; or 3.5GB Booster if Customer: (i) has one of the following Base Cap or Cap: (a) 1GB; (b) 2GB; (c) 3GB; (d) 5GB (e) 7.5GB; (f) 10.5GB; or (g) 13.5 GB Base Cap or Cap; or (ii) is an Unshaped Customer: (a) 1GB; or (b) 3GB Unshaped Booster;

6.2.1.1.2 Customer acknowledges and agrees that it lies within MWEB Business' discretion to limit the number of Hard Cap Boosters that Customer may use in any given month.

6.2.1.2 The Auto-Booster:

6.2.1.2.1 Customer acknowledges and agrees that he/she/it will only be allowed to purchase one Auto Booster per month.

6.2.1.3 Usage Based Booster (applicable to new Customer and existing Customer who has selected this option or failed to select any of the options):

6.2.1.3.1 Customer acknowledges and agrees that:

- i. the Usage Based Booster will automatically kick in once Customer reaches and/or exceeds his/her/its Base Cap;
- ii. he/she/it will be able to obtain Out of Package Usage under this option up to the Safety Lock;
- iii. every time he/she/it reaches the Safety Lock, he/she/it will be required to settle his/her/its account for the Out of Package Usage immediately, whereupon Customer will become eligible to use another 5GB.;
- iv. should he/she/it fail to settle his/her/its account once he/she/it reaches the Safety Lock, MWEB Business will no longer make another Usage Based Booster available to Customer;
- v. MWEB Business shall invoice Customer in arrears for the Out of Package Usage and where applicable debit Customer for such fees;
- vi. MWEB Business reserves the right to change the limit of the Safety Lock from time to time.

6.2.2 OPTION 2:

6.2.2.1 Customer will be able to use a Dial-up Service if he/she/it has subscribed for this as set out in the Application Form.

6.2.2.2 Customer acknowledges and agrees that:

6.2.2.2.1 if he/she/it has selected the 5GB, 7.5GB, 10.5GB or 13.5GB Base Cap or Cap, the Dial-up Service shall be automatically included in Customer's ADSL Service at no additional charge.

6.2.2.2.2 if he/she/it has selected the 1GB, 2GB or 3GB Base Cap or Cap, he/she/it shall be provided with the option to add the Dial-up Service at an additional monthly charge specified in the Application Form.;

6.2.2.3 The additional charges are displayed on the ADSL Website. MWEB Business reserves the right to change such charges from time to time.

6.2.3 OPTION 3:

6.2.3.1 Customer shall be allowed to increase his/her/its Base Cap or Cap to a higher Gigabyte factor.

6.2.3.2 If Customer regularly exceeds his/her/its Base Cap or Cap, Customer is advised to consider increasing his/her/its Base Cap or Cap.

6.2.3.3 Customer shall be allowed to increase (or decrease) his/her/its Base Cap or Cap with effect from the first day of the month following the month in which Customer requested such increase (or decrease) against payment of the relevant charges, as displayed on the ADSL Website

7. UNUSED DATA CAPACITY

7.1 Customer acknowledges and agrees that in the event that:

7.1.1 Customer has not used his/her/it Booster at all, Customer shall be allowed to cancel such Booster, save for the Usage Based Booster. In that case, MWEB Business will refund Customer all the charges for the Hard Cap Booster or the Auto Booster (as the case may be) but not in respect of the Usage Based Booster.

7.1.2 the Data capacity under a Hard Cap Booster or the Auto Booster (as the case may be) but not in respect of the Usage Based Booster, which was not used during the course of a month will be carried over to the next month for use during that month. Customer shall not be allowed to carry over such Data capacity to the following month. Under such circumstances, Customer will first use the Base Cap or Cap, and then the Booster Data capacity, which was carried over.

8. MONITORING USAGE

8.1 MWEB Business has a computer system that is used to measure any usage of the ADSL Service by Customer in order to determine if and when Customer reaches his/her/its Base Cap or Cap.

8.2 Customer's access to the ADSL Service will be restricted when Customer reaches his/her/its Base Cap or Cap. Customer is therefore advised to monitor his/her/its usage of the ADSL Service by using the ADSL Tools set out in clause 8.4 below.

8.3 Notwithstanding the measures which MWEB Business will use to monitor Customer's usage, Customer acknowledges and agree that he/she/it is responsible for monitoring and controlling his/her/its use of the ADSL Services.

8.4 In an effort to assist Customer in monitoring his/her/its use of the ADSL Services, MWEB Business provides three monitoring measures, currently free of charge, that will assist Customer to keep track of his/her/its ADSL Service usage:

8.4.1 ADSL Website:

8.4.1.1 The ADSL Website will provide Customer with: (i) guidelines to help Customer monitor his/her/its use of the ADSL Service online; (ii) ability to purchase Boosters; and (iii) ability to manage his/her/its SMS cap alerts.

8.4.2 SMS and email alert:

8.4.2.1 Upon activation of the ADSL Services, Customer shall be asked to confirm whether he/she/it wishes to receive SMS alerts or email alerts.

8.4.2.2 Customer acknowledges that in respect of the:

8.4.2.2.1 Base Cap or Cap: MWEB Business will use its reasonable efforts to send SMSs and/or emails at regular intervals to inform Customer how much of his/her/its Base Cap or Cap has been used. MWEB Business will then send Customer the SMSs and emails alerts from time to time at its discretion.

8.4.2.2.2 Usage Based Boosters: MWEB Business will use its reasonable efforts to send Customer an e-mail alert for each R100 (one hundred Rand) Meg increment of Out of Package Usage that Customer has used.

9. DISCLAIMER

9.1 Customer acknowledges and agrees that:

9.1.1 due to the nature of the ADSL sessions, and the fact that ADSL is session based technology, MWEB Business does not in any manner whatsoever warrant, represent nor it guarantee the efficiency of the measures including ADSL Tools available to limit Customer's usage as contemplated in clause 8 above including without limitation the Safety Lock.

9.1.2 MWEB Business shall not be responsible for any usage in excess of the Base Cap or Cap and shall have the right to charge Customer for Out of Package Usage at MWEB Business' prevailing rates.

9.1.3 he/she/it is responsible for monitoring and controlling his/her/its us of the ADSL.

10. CONCURRENCY

10.1 Customer acknowledges and agrees that it may not have more (or to attempt to have more) than the following concurrent connections to ADSL at any given time:

10.1.1 ADSL with 1GB or 2GB Base Cap or Cap:

10.1.1.1 1 (one) ADSL connection; and

10.1.1.2 1 (one) Dial Up (if subscribed thereto) (analogue or 64K ISDN only) to Telkom's network at any given time

10.1.2 ADSL with 3GB Base Cap or Cap:

10.1.2.1 2 (two) ADSL connections; and

10.1.2.2 1 (one) Dial Up (if subscribed thereto) to the network at any given time

10.1.3 ADSL with 5GB Base Cap or Cap:

10.1.3.1 2 (two) ADSL connections; and

10.1.3.2 1 (one) Dial Up (if subscribed to) to Telkom's network at any given time,

10.1.4 ADSL with 4GB Unshaped or 7.5GB, 10.5GB or 13.5GB Shaped Base Cap or Cap:

10.1.4.1 3 (three) ADSL connections; and

10.1.4.2 1 (one) Dial Up (if subscribed to) to Telkom's network at any given time.

10.2 Customer may increase or reduce the number of concurrent connections on his/her/its ADSL Service, subject to the limitations detailed in clause 10.1, by accessing the ADSL Website and making the necessary changes.

11. EXCEEDING YOUR CAP AND BLACKLISTING

11.1 Customer acknowledges and agrees that:

11.1.1 MWEB Business may from time to time, in any given month in its sole discretion allow Customer to exceed his/her/its Base Cap or Cap without stopping Customer's access to the ADSL Service. However, if Customer is allowed to exceed his/her/its Base Cap or Cap as envisaged herein, Customer acknowledges that it is merely a temporary indulgence on MWEB Business' part and shall not in any manner whatsoever constitute a waiver of any of MWEB Business' rights, including (without limitation) MWEB Business' right to stop Customer's access to the ADSL Service if he/she/it exceeds his/her/its Base Cap or Cap at any time in the future.

11.1.2 if he/she/it exceeds his/her/its Base Cap or Cap, MWEB Business reserves the right in its sole discretion to recover from Customer the cost of the amount of Data by which Customer has exceeded his/her/its Base Cap or Cap.

11.1.3 if he/she/it regularly exceeds his/her/its Base Cap or Cap, MWEB Business reserves the right in its sole discretion to "**blacklist**" Customer. In that case, MWEB Business will measure Customer's usage with the ADSL Service very carefully and stop Customer's access to the ADSL Service promptly every time Customer exceeds his/her/its Base Cap or Cap.

12. ADSL ACCEPTABLE USE POLICY

12.1 Without limiting the provision of the General Terms and Use Policies, Customer acknowledges and agrees:

12.1.1 to use the ADSL Service for purposes that are lawful and for which it was designed.

12.1.2 to use ADSL Services solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license ADSL Services and/or ADSL Line in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

12.1.3 not to use the ADSL Service, directly or indirectly, in a manner that:

12.1.3.1 is harmful, obscene, discriminatory, defamatory or illegal;

12.1.3.2 constitutes hate speech, incitement to commit criminal acts, or invasion of privacy; infringes copyright or other intellectual property rights;

12.1.3.3 spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;

12.1.3.4 interferes with any third party's use of the ADSL Service;

12.1.3.5 transmits unsolicited bulk messages ("spam");

12.1.3.6 obtains information about or from third parties;

12.1.3.7 causes Customer's Base Cap or Cap to be regularly exceeded;

12.1.3.8 otherwise breaches these Product Terms and/or Agreement; or

12.1.3.9 in MWEB Business' sole discretion constitutes abuse of the ADSL Service or of MWEB Business' system.

12.2 MWEB Business reserves the right to limit the number of emails that Customer may send in any given period or to limit the total message volume (amount of data) sent per hour unless Customer has subscribed for an unshaped ADSL Service.

13. MAILBOX

13.1 A Mailbox shall be included in these ADSL Services.
