



Product Terms

ADSL Uncapped Starter

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 the ADSL Uncapped Starter Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on our Legal Website; and
 - 1.3.2 the Product Terms set out herein;
(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of the ADSL Uncapped Starter 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 Line**” means an Asymmetric Digital Subscriber Line provided to Customer by Telkom in accordance with it’s PSTN licence (including any conversion of that licence in terms of section 93 of the Electronic Communications Act);
 - 1.5.2 “**ADSL Uncapped Starter**” means the Services MWEB Business renders to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description comprising of (i) Unlimited Access via an ADSL Line and (ii) the provision of the Customer Identifiers;
 - 1.5.3 “**Application Form**” means the application form completed and signed by Customer for the initiation of ADSL Uncapped Starter, as same may be amended from time to time in terms of the Agreement;
 - 1.5.4 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/Legal/GeneralTerms.aspx> under the heading “General Terms”;
 - 1.5.5 “**Telkom**” means Telkom SA Limited and/or its successors; and
 - 1.5.6 “**Unlimited Access**” means subject to the provisions of this ADSL Uncapped Starter and/or the Agreement an unlimited amount of data of whatever nature downloaded, uploaded and/or transmitted, to and from an ADSL Line connected to ADSL Uncapped Starter, which includes e-mail.

2. DURATION



Product Terms

ADSL Uncapped Starter

- 2.1 ADSL Uncapped Starter shall commence with effect from the date of activation of the ADSL Uncapped Starter by MWEB Business and shall endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the "Initial Period"). Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Either Party may terminate ADSL Uncapped Starter at the end of the Initial Period by giving the other Party 3 (three) calendar months written notice of termination prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, ADSL Uncapped Starter shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate ADSL Uncapped Starter on 3 (three) calendar months written notice to the other to that effect.
- 2.4 In the event of a termination, Customer's use of ADSL Uncapped Starter shall be deemed terminated. However, in the event that Customer logs on to ADSL Uncapped Starter 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 Uncapped Starter without notice to Customer.
- 2.5 To the extent that ADSL Uncapped Starter provided to Customer is suspended by MWEB Business in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever, Customer acknowledges that it will forfeit its access to and/or use of ADSL Uncapped Starter, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES

- 3.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with ADSL Uncapped Starter on a 24 (twenty four) hour per day basis on each and every day for the continued duration of ADSL Uncapped Starter.



Product Terms

ADSL Uncapped Starter

- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that ADSL Uncapped Starter 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 Uncapped Starter 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 Uncapped Starter is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.3 Customer acknowledges that the following circumstances and events may impact upon its use of ADSL Uncapped Starter and further that these circumstances and/or events are beyond MWEB Business control: (i) use of ADSL Uncapped Starter 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 Uncapped Starter; and (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on ADSL Uncapped Starter.

5. TERMS AND CONDITIONS SPECIFIC TO ADSL UNCAPPED STARTER

- 5.1 MWEB Business shall provide Customer with ADSL Uncapped Starter and Customer Identifiers to enable Customer's access and/or use of the ADSL Uncapped Starter Service.
- 5.2 MWEB Business shall on a monthly basis allocate the maximum threshold specified in the Application Form for Customer's ADSL Uncapped Starter Service (hereinafter referred to as the "Bandwidth Threshold").
- 5.3 Customer acknowledges and agrees that the nature and specifications of ADSL Uncapped Starter is known to Customer and accepts that it is suitable for the purpose it is intended and will be used.
- 5.4 Customer acknowledges that:
- 5.4.1 MWEB Business shall on a monthly basis provide Customer with the maximum bandwidth specified in the Application Form;
- 5.4.2 the ADSL Uncapped Starter is a managed Service and as such, Customer is allocated the maximum line speed set out in the table below (under the heading "Line Speed"), which usage level is divided into a 10 (ten) day rolling window period;
- 5.4.3 MWEB Business shall monitor and record Customer's usage to ensure that such usage is in line with the provisions of clause 5.4.4 above;
- 5.4.4 the table below depicts the parameters of the ADSL Uncapped Starter Service according to the line speed.



Product Terms

ADSL Uncapped Starter

Line Speed	Usage Level	50% Reduced Line Speed	10 day rolling window period
384kbps	23Gig	192kbps	7.6Gig
512kbps	30Gig	256kbps	10Gig
1024kbps	60Gig	512kbps	20Gig

5.5 Should Customer's usage go over the specified usage level before the end of the 10 day rolling window, period, MWEB Business shall without prejudice to any of its rights in terms of the law and/or this Agreement, be entitled to reduce Customer's line speed by 50% (fifty percent) until Customer's usage is restored to the required usage level. For the avoidance of doubt, should Customer's usage level not be reduced after the expiry of the 10 (ten) day rolling window period, MWEB Business shall be entitled to suspend Customer's Uncapped ADSL Starter.

5.5.1 ADSL Uncapped Starter allows Customer Unlimited Access, but Customer shall not use ADSL Uncapped Starter in a manner that will affect other customer's access, use and/or enjoyment of ADSL Uncapped Starter.

5.6 Without limiting the generality of the General Terms and Use Policy, Customer undertakes to use ADSL Uncapped Starter 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 Uncapped Starter in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

6. ADSL LINE AND TELKOM/ MWEB BUSINESS' SERVICE PROVIDER

6.1 In order to have access to ADSL Uncapped Starter, an ADSL Line, which is not included in ADSL Uncapped Starter, is required and Customer may apply for the ADSL Line from Telkom or request MWEB Business to apply for the ADSL Line on Customer's behalf. If Customer has selected such on the Application Form:

6.1.1 to apply for the ADSL Line directly from Telkom, Customer acknowledges that, it shall be solely responsible for applying for, installing and maintaining the ADSL Line, all costs and charges relating thereto and to adhere to Telkoms standard terms and conditions relating to the ADSL Line. Customer acknowledges further that its failure to do so will have a material impact on MWEB Business' ability to provide the Internet Access ADSL Services; or



Product Terms

ADSL Uncapped Starter

6.1.2 that MWEB Business must apply for the ADSL Line on Customer's behalf and manage Customer's relationship with Telkom the Parties shall sign an agency agreement in terms of which MWEB Business will be appointed as an agent to perform and take all necessary actions, on behalf of Customer, with regard to the provision of the ADSL Line. MWEB Business as the duly appointed agent of Customer will complete all the necessary applications and do all things necessary to lease the ADSL line from Telkom on behalf of Customer to enable MWEB Business to provide ADSL Uncapped Starter to the Customer. Customer however acknowledges that he/she/it shall be solely responsible for the costs and charges relating to the ADSL Line and to adhere to Telkom's standard terms and conditions relating to the ADSL Line.

6.2 Customer acknowledges and agrees that:

6.2.1 ADSL lines are not available everywhere and it is Customer's responsibility to ensure that any such ADSL Line required is available for installation, before Customer subscribes to ADSL Uncapped Starter;

6.2.2 Except if otherwise agreed it shall be solely responsible to apply, install and maintain the ADSL Line, as well as all costs and charges relating thereto. Customer acknowledges further that its failure to do so will have a material impact on MWEB Business' ability to provide ADSL Uncapped Starter;

6.2.3 He/she/it shall be solely responsible for complying with all terms and conditions and/or limitations imposed by Telkom on the ADSL Line/s; and

6.2.4 He/she/it may not terminate ADSL Uncapped Starter other than is contemplated in clause 3, should such ADSL Line/s not be available to Customer at any stage during the term of ADSL Uncapped Starter for any reason whatsoever.

6.3 Customer acknowledges that MWEB Business uses Telkom's network and/or MWEB Business' upstream provider's network to provide ADSL Uncapped Starter. ADSL Uncapped Starter is therefore provided subject to the limitations and terms imposed by Telkom and/or MWEB Business' upstream provider upon MWEB Business in this regard, which includes limitations on bandwidth and/or any and all data of whatever nature downloaded, uploaded and/or transmitted, to and from an ADSL Line via ADSL Uncapped Starter, which includes e-mail during a given period of time. Should Telkom or MWEB Business' upstream provider amend any of the said terms and/or conditions, which may have an impact on ADSL Uncapped Starter then MWEB Business may amend ADSL Uncapped Starter accordingly or terminate ADSL Uncapped Starter without liability, provided that it uses its reasonable endeavours to provide Customer with reasonable notice of such amendments or termination.

7. IMPROPER USE OF ADSL UNCAPPED STARTER AND TERMINATION RIGHTS

7.1 In addition to the Use Policies, Customer agrees not to (nor to authorise or permit any other person to) use ADSL Uncapped Starter and/or MWEB Business's network:



Product Terms

ADSL Uncapped Starter

- 7.1.1 in a manner which is offensive, unlawful, in breach of codes of conduct binding on MWEB Business, in violation of legislation (including regulations) or the common law generally, in violation of the requirements and rules of any regulatory authority or in a manner which may cause harm to the name, goodwill and reputation of MWEB Business, its affiliates, and its business partners;
 - 7.1.2 to engage in any abuse of e-mail or spamming, which shall include, but is not limited to the posting or cross posting of unsolicited articles with the same message (or substantially the same message) to an unacceptably high number of e-mail and newsgroup recipients that did not request to receive such messages;
 - 7.1.3 to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights;
 - 7.1.4 to post or transmit any message, data, image or programme which is illegal, offensive, threatening, abusive, harassing, harmful or hateful;
 - 7.1.5 to post or transmit any message, data, image or programme which violates the intellectual property rights of others;
 - 7.1.6 to post or transmit any file which contains viruses or any other destructive features, regardless of whether or not damage is intended by the Customer;
 - 7.1.7 to compromise the security or tamper with system resources or account(s) on computer(s) at MWEB Business, or at any other site; and/or
 - 7.1.8 to violate the privacy of any person, which shall include but shall not be limited to, hacking.
-