



Product Terms

Dial Up

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 Dial Up Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
 - 1.3.2 the Product Terms set out herein;
(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of Dial Up indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.5.1 “**Application Form**” means the application form completed and signed by Customer for the initiation of Dial Up, as same may be amended from time to time in terms of the Agreement;
 - 1.5.2 “**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”;
 - 1.5.3 “**Dial Up**” 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 via an analogue or ISDN line provided by Telkom (depending on the aforesaid selection) comprising of: (i) either analogue or ISDN internet access; and (ii) a Mailbox;
 - 1.5.4 “**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/ProductTerms.aspx> under the heading “Mailbox”. 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; and
 - 1.5.5 “**Telkom**” means Telkom SA Limited and/or its successors.

2. DURATION

- 2.1 Dial Up shall except if provided in terms of clause 2.2 below, commence with effect from the date of activation of the Dial Up by MWEB Business and endure for an indefinite period unless terminated in



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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 Dial Up:

2.2.1 the Dial Up shall commence with effect from the date of activation of the Dial Up 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 2.2.1 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.

2.2.2 either Party may terminate Dial Up 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, Dial Up shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Dial Up in accordance with the General Terms.

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

2.4 To the extent that Dial Up 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 Dial Up, 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 Dial Up on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Dial Up.

4.2 Although MWEB Business uses reasonable care and diligence to ensure that Dial Up 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 Dial Up is available, accurate, complete,



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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 Dial Up 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 Dial Up and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Dial Up 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 Dial Up; and (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Dial Up.

5. TERMS AND CONDITIONS SPECIFIC TO DIAL UP

- 5.1 In order to utilise Dial Up, Customer needs either an analogue or an ISDN line (depending on Customer's selection in the Application Form, which is not included in this Service and which Customer must obtain at its own cost.
- 5.2 Customer acknowledges that Dial Up is provided subject to all laws and regulations applicable from time to time.
- 5.3 Customer acknowledges that its use of a particular modem other than an MWEB Business supplied modem is at its own risk.
- 5.4 Should Customer have selected a static IP address as part of Dial Up, Customer acknowledges and agrees that:
- 5.4.1 additional Service Fees are payable and such static IP address shall be accessible; and
- 5.4.2 such IP address is specific to the MWEB Business' point of presence ("POP") and Customer shall not be able to use such static IP address at any other POP.
- 5.5 A Mailbox shall be included in these Dial Up Services.