



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 the ADSL you agree that you have read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and other notices under “General” on our Legal Notices Webpage; and
 - 1.3.2 these terms that apply specifically to the ADSL, (collectively “the Terms”).
- 1.4 Your use of ADSL indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you 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 All Inclusive”** means the combination of the ADSL and the ADSL Line sold to Customer as one service;
 - 1.5.3 **“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);
 - 1.5.4 **“ADSL Line Rental Agreement”** means the agreement signed by Customer which authorizes MWEB Business to apply for an ADSL Line which will be accessed and used by Customer;
 - 1.5.5 **“ADSL Tool”** means any website, alert, tool, aid, monitor or any other content, tools or services offered by MWEB Business as part of ADSL;
 - 1.5.6 **“ADSL Website”** means the ADSL website located at: <http://myadsl.mweb.co.za> and/or <https://myaccount.mweb.co.za/myadsl>;
 - 1.5.7 **“Application Form”** means the application form completed and signed by Customer for the initiation of the ADSL Service, as same may be amended from time to time in terms of the Agreement;
 - 1.5.8 **“Auto-Booster”** has the meaning ascribed to it in clause 10.4;
 - 1.5.9 **“Booster”** has the meaning ascribed to it in clause 10.3;
 - 1.5.10 **“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;
 - 1.5.11 **“Cap”** means the limit on the amount of data Customer is allowed to receive or send (including e-mail) each calendar month using ADSL, as selected in the Application Form;
 - 1.5.12 **“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;

- 1.5.13 “**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;
- 1.5.14 “**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;
- 1.5.15 “**POTS**” means the plain old telephone service plain old telecommunication service; and
- 1.5.16 “**Telkom**” means Telkom SA Limited and/or its successors.
- 1.5.17 “**Usage Limit**” means the ADSL usage limit in excess of the base Cap selected by Customer in the Application Form which enables Customer to use the ADSL to the maximum safety lock Usage Limit of 5 (five) GIG.

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 2.1 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 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 clause 9.12 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 specified in the Application Form in accordance with the provisions set out in the General Terms.
- 3.2 Any Service Fees payable for a Booster and/or Auto-Booster shall be billed in arrears. The Service Fees applicable to the Booster and/or Auto-Booster may vary from time to time and Customer is referred to the ADSL Website for the latest applicable Service Fees.
- 3.3 Any ADSL usage in excess of the Usage Limit selected by Customer in the Application Form shall be billed in arrears at the fee specified in the Application Form and/or ADSL Website whichever is applicable. Customer acknowledges that MWEB Business may vary the excess fees chargeable as envisaged herein from time to time. Customer is therefore referred to the ADSL Website for the latest applicable excess fees.

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 An ADSL Line and an ADSL terminal adapter/router/modem (and an analogue modem for a Dial Up Service) is required to enable MWEB Business to supply ADSL and it is not included in ADSL;

5.1.2 ADSL lines are not available everywhere and it is Customer's responsibility to ensure that an ADSL line is available for installation, before Customer subscribes to ADSL;

5.1.3 it shall be solely responsible to apply, install and maintain ADSL Line and ADSL terminal adapter/router/modem (and analogue modem), 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;

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 limitations on bandwidth and/or 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 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.

- 5.4 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. USE OF ADSL

- 6.1 Customer acknowledges and agrees that without limiting the generality of the General Terms and the Use Policies it shall:

6.1.1 use ADSL only for the purposes it was designed;

6.1.2 not use ADSL directly or indirectly in such a way that it interferes with any third party's use of ADSL; and

6.1.3 use ADSL 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 in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.

7. USAGE LIMIT (IF SELECTED)

- 7.1 Customer acknowledges and agrees that:

7.1.1 ADSL usage shall be limited to the Usage Limit;

7.1.2 MWEB Business does not guarantee that Customer's use and/or access to the ADSL Service will be automatically suspended should the Customer exceed the Usage Limit. It is his/her/its duty to ensure that he/she/it (including any third party who has access to Customer's ADSL) does not exceed the Usage

Limit. It is therefore important that Customer monitor and measure his/her/its ADSL usage by using the ADSL Tools available;

- 7.1.3 should he/she/it exceed its Usage Limit, he/she/it will be charged an excess usage fee as set out in clause 3.3 above;
- 7.1.4 he/she/it shall only be entitled to upgrade to any Usage Limit that is higher than his/her/its current Usage Limit at the end of the month and not during a month and provided that he/she/it has not exceeded the applicable Usage Limit. In the event that Customer wants to upgrade his/her/its ADSL Usage Limit as envisaged herein, Customer shall use the ADSL Website
- 7.1.5 any upgrade to the Usage Limit as envisaged in clause 7.1.4 above shall be made by Customer via the ADSL Website;
- 7.1.6 he/she/it shall only be entitled to switch from Cap to Usage Limit or from Usage Limit to Cap provided that he/she/it has not exceeded the Cap limit.

8. CAP AND BOOSTER CAP

8.1 Customer acknowledges and agrees that:

- 8.1.1 ADSL shall be limited to the relevant Cap or Booster Cap applicable;
- 8.1.2 It is the Customer's duty to ensure that he/she/it (including any third party who has access to Customer's ADSL) does not exceed any Cap or Booster Cap. It is therefore important that Customer monitors and measures the amount of data and/or e-mail Customer sends or receives, including the sending of data associated with the accessing of the Internet (hereinafter collectively referred to as "usage") by using ADSL Tools available, including cap aids and alerts. MWEB Business cannot be held responsible in any way whatsoever should Customer exceeds its Cap or Booster Cap.
- 8.1.3 MWEB Business may at all times monitor Customer's usage with its monitoring equipment and should Customer exceed the selected Cap or Booster Cap then MWEB Business may suspend Customer's ADSL causing Customer not to send or receive data or email, or to have access to the Internet.
- 8.1.4 MWEB Business may from time to time allow Customer to exceed the Cap or Booster Cap without informing Customer of it. However, if MWEB Business allows Customer to exceed the Cap or Booster Cap in this manner, it will merely constitute a temporary indulgence on MWEB Business' part and will not constitute a waiver of any of its rights, including its right to:
 - 8.1.4.1 stop Customer's access to ADSL if Customer exceeds any Cap or Booster Cap at any time in the future.
 - 8.1.4.2 recover the cost of the amount of data by which Customer exceeded the Cap or Booster Cap.
- 8.1.5 MWEB Business' monitoring equipment shall be used to do the monitoring and measuring contemplated in clause 8.1.3 and shall be the sole source to determine usage or if Customer has exceeded its Cap or Booster Cap.

8.2 MWEB Business reserves the right to:

- 8.2.1 to highlight Customer on MWEB Business' systems to enable MWEB Business to measure Customer's usage of ADSL very carefully and to stop Customer's access to ADSL promptly every time it has reached the relevant Cap or Booster Cap. The foregoing shall however not place any obligation on MWEB Business to do so, but merely to enable MWEB Business to manage it better.

9. ADSL TOOLS

- 9.1 As part of ADSL MWEB Business may make various ADSL Tools available to Customer to assist Customer with the management of its ADSL, including monitoring of and/or to enhance ADSL provided to Customer. Although MWEB Business shall use its reasonable endeavours to ensure the correctness and/or reliability of such ADSL Tools, MWEB Business cannot guarantee such correctness and/or reliability.
- 9.2 Customer acknowledges and agrees that it may be required to agree to additional terms and conditions, including terms and conditions of third parties, when using ADSL Tools.
- 9.3 MWEB Business may in its own discretion and at any time without notice to Customer add and/or remove or add any ADSL Tools, as it may deem fit.

10. INCREASE OF CAP, BOOSTER, AUTO-BOOSTER AND DIALUP SERVICE

10.1 Increase of Cap:

10.2 Customer may increase (or decrease) a Cap with effect from the first day of a subsequent month against payment of the relevant Service Fees.

10.3 Booster

10.3.1 Should Customer reach or exceed a Cap it may subscribe to a Booster to temporarily increase its Cap for that calendar month.

10.3.2 Customer acknowledges and agrees that a Booster with a Booster Cap of:

10.3.2.1 1GB is available should Customer have subscribed to a 1GB, 2GB, 3GB, 6GB, 9GB or 12GB Cap ADSL; or

10.3.2.2 3GB is available should Customer have subscribed to a 3GB, 6GB or, 9GB or 12GB Cap ADSL.

10.3.3 Customer may apply for the Booster online. Customer acknowledges and agrees that the terms and conditions contained in the MWEB Business Terms including these Product Terms shall, except if contrary to this clause 10.3 apply to each such transaction.

10.3.4 The Booster shall commence on the date of activation of it by MWEB Business and shall continue until such Booster Cap is utilized in full and/or reached, which Booster will automatically terminate. Customer acknowledges that any Booster Cap which is not utilized and/or any remaining portion of such Booster Cap shall only be carried over for a month, after which the Booster will automatically terminate irrespective of whether Customer has utilized it fully or not. It is specifically agreed that should a Customer not have used the Booster fully it shall not be entitled to any credit and/or refund for the unutilised portion in any way whatsoever. MWEB Business may in its own discretion limit the amount of Boosters Customer may be able to subscribe to during a calendar month, provided that it shall act reasonable.

10.4 Auto-Booster

10.4.1 Customer may subscribe to an Auto-Booster. The Auto-Booster automatically provides Customer with a 1GB Booster Cap if the Cap is reached or exceeded in any calendar month.

10.4.2 Customer may apply for the Auto-Booster online. Customer acknowledges and agrees that the terms and conditions contained in the MWEB Business Terms including these Product Terms shall, except if contrary to this clause 10.4 apply to each such transaction.

10.4.3 The Auto-Booster shall commence on the date of activation of it by MWEB Business and shall continue until such Auto-Booster is utilized in full and/or reached, which Auto-Booster will automatically terminate. Customer acknowledges that any Auto-Booster which is not utilized in full and/or the remaining portion of such Auto-Booster Cap shall only be carried over for a month, after which the Auto-Booster will automatically terminate irrespective of whether Customer has utilized it fully or not. It is specifically agreed that should a Customer not have used the Auto-Booster fully it shall not be entitled to any credit and/or refund for the unutilised portion in any way whatsoever. MWEB Business may in its own discretion limit the amount of Auto-Boosters Customer may be able to subscribe to during a calendar month, provided that it shall act reasonable.

10.4.4 Customer shall only be allowed one Auto-Booster per calendar month.

10.5 Dial Up

10.5.1 Customer acknowledges that Dial Up shall be included in ADSL either automatically or by choice (at an additional Service Fee set out in the Application Form and payable in accordance with the provisions of clause 3) depending on the Cap selected, as indicated in clause 11 and in accordance with the Application Form.

11. **CONCURRENCY WITH CONNECTION LIMITS**

11.1 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:

11.1.1 ADSL with 1GB Cap:

11.1.1.1 1 (one) ADSL connection; and

11.1.1.2 1 (one) Dial Up (if subscribed thereto)

11.1.2 ADSL with 2GB Cap:

11.1.2.1 2 (two) ADSL connections; and

11.1.2.2 1 (one) Dial Up (if subscribed thereto)

11.1.3 ADSL with 3GB Cap:

11.1.3.1 2 (two) ADSL connections; and

11.1.3.2 1 (one) Dial Up,

11.1.4 ADSL with 6GB, 9GB or 12GB Cap:

11.1.4.1 3 (three) ADSL connections; and

11.1.4.2 1 (one) Dial Up.

12. CONCURRENCY WITHOUT CONNECTION LIMITS (IF SELECTED)

12.1 Customer may select to add a connection point (hereinafter referred to as a “**Connection Point**”) to his/her/its Customer Identifier in order to enable concurrent connections to the ADSL from different Connection Points, at any given time.

12.2 Customer acknowledges and agrees that:

12.2.1 such Connection Point will only be added via the ADSL Website;

12.2.2 the addition of the Connection Point is done at Customer’s own decision and risk and is subject to the MWEB Business Terms (including these Product Terms);

12.2.3 the concurrent connection shall be limited to Customer’s base Cap;

12.2.4 the concurrent connection is automatically defaulted to the maximum base Cap of Customer; and

12.2.5 he/she/it may decrease the Connection Point used to access and/or use the ADSL to a minimum of 2 (two) Connection Point provided that Customer’s base Cap is from 2GB.

12.3 Customer acknowledges and agrees that he/she/it may only have the following concurrent connections to ADSL at any given time:

12.3.1 ADSL with 1GB Cap:

12.3.1.1 1 (one) ADSL connection; and

12.3.1.2 1 (one) Dial Up (if subscribed thereto).

12.3.2 ADSL with 2GB Cap:

12.3.2.1 2 (two) ADSL connections; and

12.3.2.2 1 (one) Dial Up (if subscribed thereto).

12.3.3 ADSL with 3GB Cap:

12.3.3.1 2 (two) ADSL connections; and

12.3.3.2 1 (one) Dial Up.

12.3.4 ADSL with 6GB, 9GB or 12GB Cap:

12.3.4.1 3 (three) ADSL connections; and

12.3.4.2 1 (one) Dial Up.

12.4 Customer shall, without limiting the generality of the General Terms, not be able to hold MWEB Business liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever (directly or indirectly) from: (i) hacking of the ADSL; (ii) abuse of the ADSL arising out of or relating to a breach of any of the provisions of this clause 14.

13. MAILBOX

13.1 A Mailbox shall be included in these ADSL Services.

14. ADSL ALL INCLUSIVE (IF SELECTED)

14.1 Customer acknowledges and agrees that in order to have access to ADSL, ADSL Line and an ADSL terminal adapter/router/modem (and an analogue modem for a Dial Up Service) are required to enable MWEB Business to supply ADSL, which is not included in ADSL Line and for these purposes, Customer hereby authorizes MWEB Business as set out in the ADSL Line Rental Agreement to contract directly with Telkom for the ADSL Line in order to enable MWEB Business to provide Customer with access to and use of the ADSL.

- 14.2 Upon signature of the Application Form and the ADSL Line Rental Agreement, MWEB Business will submit the ADSL Line Rental Agreement to Telkom in order to activate the ADSL Line. Customer acknowledges that the provision and activation of the ADSL Line depends on whether the Telkom ADSL exchange supports the ADSL Line self install service.
- 14.3 Customer acknowledges that the ADSL Line Rental Agreement authorizes MWEB Business to:
- 14.3.1 apply for the ADSL Line in its own name; and
 - 14.3.2 manage the ADSL Line with Telkom including the application, installation and maintenance thereof.
- 14.4 Customer further acknowledges that:
- 14.4.1 ADSL Lines are not available everywhere and MWEB Business will advise Customer if the Telkom exchange supports self install ADSL Line service;
 - 14.4.2 he/she/it must have a pre-existing POTS line in order for the ADSL Line to operate;
 - 14.4.3 it shall be solely responsible for complying with all terms and conditions and/or limitations imposed by Telkom on the ADSL Line, which will be attached to the ADSL Line Rental Agreement;
 - 14.4.4 MWEB Business shall not be responsible for the ADSL Line terminal adapter/router/modem (and analogue modem) as well as the costs and charges thereto. Customer acknowledges further that his/her/its failure to do so will have a material impact on MWEB Business' ability to provide ADSL service;
 - 14.4.5 MWEB Business uses Telkom's network to provide ADSL Line. ADSL Line is therefore provided subject to the limitations and terms imposed by Telkom upon MWEB Business in this regard, which includes limitations on bandwidth and/or 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 Line then MWEB Business may amend ADSL Line accordingly and will use its reasonable endeavours to provide Customer with reasonable notice of such amendments; and
 - 14.4.6 he/she/it shall solely and directly be responsible for all monthly Services Fees and shall ensure the payment of such Services Fees on due date to enable a continued access to and use of the ADSL Line. Subject to the determination of a billing dispute in accordance with the Billing Complaints Handling Procedure as contemplated in clause 9.11 of the General Terms, Customer acknowledges that failure to pay the Services Fees will, result in the suspension of the ADSL Line which will then impact on Customer's access and use of the ADSL service.
- 14.5 Should Telkom discontinue ADSL Line service with MWEB Business for any reason whatsoever, Customer's option will only be to terminate the ADSL in accordance with the provisions of the General Terms.
- 14.6 Customer shall use its best endeavours to supply the necessary consent and co-operation required by MWEB Business to enable MWEB Business to manage the relationship with Telkom and the ADSL Line, including the application, installation and maintenance of the ADSL Line.
- 14.7 Upon termination of the ADSL Line for any reason whatsoever and notwithstanding anything to the contrary contained in the ADSL Rental Agreement and/or as contemplated in clauses 14.1 and 14.3 above, MWEB Business shall inform Customer of the termination of such ADSL Line and Customer will be solely responsible for applying for a new ADSL Line directly with Telkom.
- 14.8 Customer acknowledges that should the ADSL Line be terminated for any reason whatsoever, MWEB Business cannot transfer and/or cede the ADSL Line into Customer's name.
- 14.9 Customer shall, without limiting the generality of the General Terms, not be able to hold MWEB Business liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever (directly or indirectly) from: (i) the termination of the ADSL Line by Telkom and/or MWEB Business for any reason whatsoever; (ii) suspension and/or discontinuation of the ADSL Line as envisaged in clauses 14.4.6 and 14.5 respectively; and/or (iii) Customer's breach of Telkom's terms and conditions applicable on the ADSL Line and/or breach of any of the provisions of this clause 14. Customer furthermore hereby unconditionally and irrevocably indemnifies MWEB Business and agrees to hold MWEB Business harmless from and against any costs, losses, harm, liabilities, expenses, damages, fines or injury of whatever nature, directly and/or indirectly suffered or incurred by MWEB Business or for any such claims instituted against MWEB Business by a third party, including Telkom, arising out of or relating to a breach of any of the provisions of this clause 14.