



Product Terms

MailMarshal Content Filter

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 MailMarshal Content Filter 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 notice under “**Notices**” on the 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 the MailMarshal Content Filter 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 “**Administrator**” means the person authorised by Customer to create e-mail users, including the hierarchy and permissions or restrictions of such e-mail users in terms of MailMarshal Content Filter;
 - 1.5.2 “**Application Form**” means the application form completed and signed by Customer for the initiation of MailMarshal Content Filter, as same may be amended from time to time in terms of the Agreement;
 - 1.5.3 “**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”; and
 - 1.5.4 “**MailMarshal Content Filter**” 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 whereby spam and content filtering is done on all e-mail users on Customers’ domain, which is subject to MailMarshal Content Filter Content Filter.

2. DURATION



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- 2.1 MailMarshal Content Filter shall commence with effect from the date of activation of the MailMarshal Content Filter by MWEB Business and 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 MailMarshal Content Filter 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.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, MailMarshal Content Filter shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate MailMarshal Content Filter in accordance with the General Terms.
- 2.4 Notwithstanding the provisions of clauses 2.1 and 2.2 above, MWEB Business shall be entitled to terminate the MailMarshal Content Filter Service at any time without incurring any liability of whatsoever nature should:
 - 2.4.1 MWEB Business' relationship with Marshal Limited and 10NET be terminated;
 - 2.4.2 10NET loose its distribution rights in South Africa;
 - 2.4.3 MWEB Business decides in its sole discretion to stop offering MailMarshal Content Filter Service to its customers; and/or
 - 2.4.4 MWEB Business decides in its sole discretion to stop offering MailMarshal Content Filter to its customers.
- 2.5 In the event of a termination, Customer's use of MailMarshal Content Filter shall be deemed terminated. However, in the event that Customer logs on to MailMarshal Content Filter 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 MailMarshal Content Filter without notice to Customer.
- 2.6 To the extent that MailMarshal Content Filter 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 MailMarshal Content Filter, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES



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- 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 The Service Fees applicable is dependant on the amount of e-mail users, which are subject to MailMarshal Content Filter.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with MailMarshal Content Filter on a 24 (twenty four) hour per day basis on each and every day for the continued duration of MailMarshal Content Filter.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that MailMarshal Content Filter 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 MailMarshal Content Filter 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 MailMarshal Content Filter 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 MailMarshal Content Filter and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of MailMarshal Content Filter by other customers; (ii) the Internet; (iii) limitations upon national and/or international bandwidth capacity; (iv) telecommunication service operator failures, which includes telecommunication links and line failures; (v) mobile telecommunication service operator failures; (vi) mobile network failures; (vi) operating systems; (viii) access technology failures; (ix) quality of service of telecommunication links or lines; (x) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on MailMarshal Content Filter; and (xi) any other action, omission and/or failure not within MWEB Business' control which has an impact on MailMarshal Content Filter.

5. TERMS AND CONDITIONS SPECIFIC TO MAILMARSHAL CONTENT FILTER

- 5.1 Customer acknowledges and agrees that MailMarshal Content Filter may only be used for e-mail related to a specific domain and then only if Customer subscribes to MWEB Business Domain Services for such domain.



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- 5.2 MWEB Business grants Customer, for the duration of MailMarshal Content Filter, a limited, non-perpetual, non-exclusive, non-transferable license to use MailMarshal Content Filter, which includes any software associated with it, in accordance with the provisions of the Agreement, including these Product Terms and/or in terms of instructions provided to Customer by MWEB Business from time to time.
- 5.3 MWEB Business will in accordance with Customer's selections as set out in the Application Form provide Customer with the Customer Identifiers of the Administrator, which the Administrator shall use to fulfill its functions in terms of MailMarshal Content Filter.
- 5.4 Customer acknowledges and agrees that since its Administrator is responsible to create and determine the hierarchy and permissions of the e-mail users MWEB Business takes no responsibility in any way whatsoever for such setup, hierarchy and/or permissions.
- 5.5 Should the Administrator be allowed by MWEB Business to make any amendments to MailMarshal Content Filter online on the systems provided by MWEB Business, including the amount of e-mail users, then the Agreement, including these MailMarshal Content Filter Product Terms shall apply automatically to such amendments, irrespective if Customer has agreed to it at the time or not. Customer agrees that its Administrator may bind Customer in this regard.
- 5.6 Customer undertakes to use MailMarshal Content Filter 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 MailMarshal Content Filter in whole or in part in any way whatsoever to any third party.
- 5.7 *Customer acknowledges that all title and intellectual property rights in MailMarshal Content Filter, including training and/or user manuals, provided to Customer is owned by and shall remain vested in MWEB Business, its licensors or suppliers, as the case may be. Except if otherwise agreed the Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble MailMarshal Content Filter or any portion thereof, including any software associated with it in any way whatsoever and shall only use it for the purpose it is supplied.*
- 5.8 MWEB warrants that, to the best of its knowledge, MailMarshal Content Filter does not infringe upon or violate any Intellectual Property Rights of any third party.
- 5.9 Customer acknowledges the nature of MailMarshal Content Filter and accordingly agrees that the specification and operation of MailMarshal Content Filter is known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.
- 5.10 Customer acknowledges and agrees that since its Administrator is responsible to do everything related to the e-mail users, including the creation, permissions or restrictions MWEB Business, its licensors or its suppliers take no responsibility in any way whatsoever for it.



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5.11 Without limiting the generality of the General Terms MWEB Business expressly disclaims any direct, indirect, incidental, special, punitive or consequential loss or damages, including claims from third parties, which arise or may arise out of MailMarshal Content Filter not restricting or blocking selected content or data or because of the blocking or restriction of data or content.

5.12 Customer specifically agrees that it shall not;

5.12.1 circumvent any component and/or process of MailMarshal Content Filter or cause it to be done in any way whatsoever; and

5.12.2 use/ access MailMarshal Content Filter or cause it to be used and/or accessed in any way other than authorised by MWEB Business in terms of these Product Terms.

5.13 Customer accepts full responsibility for the content of any e-mail passing through MailMarshal Content Filter. Customer furthermore agrees that MWEB Business has no interest in the contents of any such e-mail and agrees that nothing that MWEB Business, its licensors or its suppliers do in the performance of its/their obligations in terms of MailMarshal Content Filter shall be construed as an assumption of responsibility or liability by MWEB Business, its licensors or suppliers of the content/data which passes through MailMarshal Content Filter whether or not MWEB Business its licensors or suppliers had knowledge of such content or data. Without limiting the generality of the General Terms Customer indemnifies MWEB Business, its licensors or suppliers and agrees to hold MWEB Business, its licensors or suppliers harmless from and against any costs, losses, harm, liabilities, expenses, damages, fines or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill or legal fees on an attorney and own client scale, directly and/or indirectly suffered or incurred by MWEB Business or for any such claims instituted against MWEB Business by a third party, arising out of or relating to the content /data of Customer and/or its e-mail users or Administrator passing through MailMarshal Content Filter.