



## Product Terms

### Mail Spooling

#### 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 Mail Spooling 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 the Mail Spooling 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 Mail Spooling, 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”; and
  - 1.5.3 “**Mail Spooling**” 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 all e-mails directed to the Customer’s domain name are collected on the MWEB Business mail servers, retrieved by Customer all at once at set intervals to enable Customer to distribute such e-mails to the recipients.

#### 2. DURATION

- 2.1 Mail Spooling shall commence with effect from the date of activation of Mail Spooling 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.



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- 2.2 Either Party may terminate Mail Spooling 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, Mail Spooling shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Mail Spooling in accordance with the General Terms.
- 2.4 In the event of a termination, Customer's use of Mail Spooling shall be deemed terminated. However, in the event that Customer logs on to Mail Spooling 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 Mail Spooling without notice to Customer.
- 2.5 To the extent that Mail Spooling 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 Mail Spooling, 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 Mail Spooling on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Mail Spooling.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that Mail Spooling 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 Mail Spooling 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 Mail Spooling 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 Mail Spooling and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Mail Spooling 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



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equipment which has an impact on Mail Spooling; and (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Mail Spooling.

#### 5. TERMS AND CONDITIONS SPECIFIC TO MAIL SPOOLING

- 5.1 MWEB Business shall not accept or deliver any mail messages: (i) exceeding 25MB (twenty five megabytes); and (ii) with more than 50 (fifty) recipients.
- 5.2 MWEB Business shall, as part of Mail Spooling Service and if requested by Customer: (i) conduct IP check-ups on Customer's mail servers; (ii) conduct ETRN check-ups on Customer's mail servers; and (iii) conduct error check-ups on Customer's mail servers, provided that such additional Services will be subject to any further terms and conditions that MWEB Business may prescribe at the time that Customer requests such additional Services. Notwithstanding the foregoing, MWEB Business shall not send manual ETRN requests.
- 5.3 MWEB Business shall not be responsible for the support or configuration of Customer's mail server or software.
- 5.4 MWEB Business shall not be responsible for the support of any third party applications or configuration.
- 5.5 Customer undertakes to take all reasonable steps to prevent the SMTP/POP3 Mail Spooling Service from being used as a relay, and MWEB Business reserves the right to suspend or terminate Mail Spooling Service if relaying occurs, until such time Customer has taken steps to prevent same.
- 5.6 Customer undertakes to ensure that its mail server has adequate virus and firewall protection.

#### 6. TERMS AND CONDITIONS SPECIFIC TO INTERNET ACCESS

- 6.1 If Customer has selected SMPT Spooling, Customer must subscribe to one of the MWEB Business Internet access Services e.g. Dial Up, ADSL.