



Product Terms

MWEB Remote Connect

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 MWEB Remote Connect 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 MWEB Remote Connect 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 MWEB Remote Connect, as same may be amended from time to time in terms of the Agreement;
 - 1.5.2 “**Customer Interface**” means a secure on-line interface available at http://www.mwebbusiness.co.za/resources/userDownloads/RC_3.17_B5160.exe and which enables Customer to download the Software and/or purchase further Software licences, as this interface may be updated, upgraded and/or amended from time to time by MWEB Business;
 - 1.5.3 “**Equipment**” means, depending on the Customer’s specifications as set out in the Application Form under the heading or description of MWEB Remote Connect, the equipment owned by Customer which could either be desktop, laptop and/or any other device that maybe developed in the future into which the Software will be installed to enable Customer to access and/or use the MWEB Remote Connect Services;
 - 1.5.4 “**Gateway**” means the hardware which shall be configured to Customer’s network infrastructure and into which the Software will be installed to enable Customer to access the resource on Customer’s network remotely, through use of the MWEB Remote Connect Services;
 - 1.5.5 “**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”;



Product Terms

MWEB Remote Connect

1.5.6 “**MWEB Remote Connect**” means the Services rendered by MWEB Business to Customer in accordance with Customer’s choices, as set out in the Application Form under such heading or description, which Service comprises of (i) access and/or use of the Software supplied by MWEB Business and installed by Customer in the Equipment and the Gateway, which provides Customer with the ability to access the resources on Customer’s network remotely, via the Gateway; and

1.5.7 “**Software**” means the connectivity application software licensed to Customer in terms of these Product Terms, which enables the Equipment to transparently access the resources on Customer’s network via the Gateway as if such Equipment was plugged into Customer’s network.

2. DURATION

2.1 MWEB Remote Connect shall commence with effect from the date of activation of the MWEB Remote Connect Services 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 Notwithstanding the provisions of clause 2.1 above, MWEB Business shall be entitled to terminate the MWEB Remote Connect at any time (without incurring any liability of whatsoever nature), on written notice to Customer, should MWEB Business’ agreement with Trispen (Pty) Ltd be terminated.

2.3 Either Party may terminate MWEB Remote Connect at the end of the Initial Period by giving the other Party 1 (one) 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.

2.4 If neither Party has given notice as contemplated in clause 2.3 above, MWEB Remote Connect shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate MWEB Remote Connect on 1 (one) calendar months written notice to the other to that effect.

2.5 In the event of a termination, Customer’s use of MWEB Remote Connect shall be deemed terminated. However, in the event that Customer logs on to MWEB Remote Connect 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 MWEB Remote Connect without notice to Customer.

2.6 To the extent that MWEB Remote Connect provided to Customer are 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 MWEB Remote Connect, but Customer shall still be liable to pay the Service Fees during such suspension.



Product Terms

MWEB Remote Connect

3. SERVICES 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 In the event that Customer wishes to purchase further Software as envisaged in clause 5.5.4.6 below, Customer shall pay MWEB Business the Service Fees specified in the Application in respect of the purchase of such further Software in accordance with the provisions of the General Terms.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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

5. TERMS AND CONDITIONS SPECIFIC TO MWEB REMOTE CONNECT

- 5.1 Customer acknowledges and agrees that Internet access is a prerequisite for the access and/or use of the MWEB Remote Connect.
- 5.2 Customer undertakes to use MWEB Remote Connect solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence, sub-licence MWEB Remote Connect in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence MWEB Remote Connect without MWEB Business' written approval.



Product Terms

MWEB Remote Connect

5.3 Apart from the Internet access as contemplated in clause 5.1 above, Customer is responsible for the: (i) supply configuration and maintenance of all the Equipment and the Gateway and/or any other hardware, software, technical infrastructure, systems, network infrastructure telecommunication lines, telecommunication equipment, which is or may be necessary for the access and/or use of MWEB Remote Connect; and (ii) installation of the Software in the Equipment and the Gateway.

5.4 Customer warrants and represents that it is the owner of and/or has the right to be in possession of the Equipment and the Gateway and has the relevant permission to load the Software on the Equipment and the Gateway. Customer shall for the duration of the MWEB Remote Connect and indefinitely after termination of these Product Terms, not allow any third party to take direct and/or indirect possession of the Software and/or MWEB Remote Connect in any manner whatsoever.

5.5 Software

5.5.1 Subject to the terms and conditions of the end-user licence agreement ("**End-User Licence Agreement**"), including these Product Terms, MWEB Business grants Customer a limited, non-perpetual, non-exclusive, non-transferable license to use the Software and the Software documentation for the duration of MWEB Remote Connect Services in order to enable Customer to have remote access to the resources on Customer's network as if the Equipment was plugged into such network via the Gateway.

5.5.2 Customer acknowledges and agrees that compliance with the End-User Licence and the Product Terms is required to: (i) access and/or use MWEB Remote Connect and/or the Software; and (ii) continue using MWEB Remote Connect and/or the Software.

5.5.3 Customer acknowledges and agrees that an activation key will be issued to Customer to download and install the Software subject to:

5.5.3.1 MWEB Business' right to terminate without any liability of whatsoever nature the distribution of the Software including MWEB Remote Connect and/or access and use thereof at any stage on written notice to Customer; and

5.5.3.2 Trispen (Pty) Ltd (hereinafter referred to as the "**Licensors**") and Customer entering into the End-User Licence Agreement, which Customer will be deemed to have entered into with Trispen (Pty) Ltd from the date of activation of MWEB Remote Connect, to enable the downloading and installation of the Software.

5.5.4 Customer acknowledges and agrees that:

5.5.4.1 the Software is only compatible with certain Equipment and/or operating systems. The full specification of the Equipment with which the Software is compatible will be specified in the Application Form;



Product Terms

MWEB Remote Connect

- 5.5.4.2 he/she/it will download the Software by using the Customer Interface and install such Software in the Gateway and individual Equipment;
- 5.5.4.3 he/she/it shall be responsible for the installation of the Software in the Equipment and the Gateway;
- 5.5.4.4 MWEB Business does not warrant that the Software and/or MWEB Remote Connect will be compatible with any third party software other than the documented operating system software;
- 5.5.4.5 an activation key and 1 (one) copy of the licence will be provided to Customer which shall be installed by Customer in the Gateway and individual Equipment;
- 5.5.4.6 an activation key provided to Customer as envisaged in clause 5.5.4.5 above shall be used to install the Software into a maximum of 30 (thirty) individual Equipment and in the event that Customer wishes to install the Software in excess of 30 individual Equipment, Customer will be obligated to purchase a further licence in this regard via the Customer Interface;
- 5.5.4.7 the activation key shall always remain the property of MWEB Business and/or its Licensors and Customer undertakes for the duration of these Product Terms and indefinitely after termination not to transfer, distribute, re-distribute, copy, transmit, re-transmit sell, re-sell, lease, rent, lend, license, sub-license the activation key in whole or in part in any manner whatsoever nor to allow any third party to transfer, distribute, re-distribute, copy, transmit, re-transmit sell, re-sell, lease, rent, lend, license, sub-license the activation key in whole or in part in any manner whatsoever to any third party without MWEB Business' written approval;
- 5.5.4.8 the Gateway and the Equipment into which the Software will be installed must always have Internet connectivity;
- 5.5.4.9 he/she/it is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such connectivity is not provided by MWEB Business and to address all down time including without limitation the unavailability of Internet connectivity with his/her/its Internet services provider;
- 5.5.4.10 he/she/it must have access to the office domain controller in the event that the Windows Domain is used to access MWEB Remote Connect;
- 5.5.4.11 the downloading, installation, access and/or use of the Software is done entirely at Customer's own discretion and risk and as such, Customer will be fully responsible for any damage to his/her/its network infrastructure, Gateway, Equipment and/or loss of data resulting from the downloading, installation, access and/or use of the Software;



Product Terms

MWEB Remote Connect

5.5.4.12 the downloading and/or installation of the Software may cause other utilities to be automatically removed or disabled and Customer shall therefore bear all risk of loss, damage and/or expense associated with the removal of such utilities;

5.5.4.13 no advice and/or information either written or verbal received by Customer from MWEB Business, its employees and/or its duly authorised agents regarding the Software shall constitute any form of warranty and/or guarantee; and

5.5.4.14 MWEB Business shall (without limiting the provisions of the General Terms), not be held liable to Customer and/or any third party for any loss, damage or expense suffered by Customer as a result of the downloading, installation, access and/or use including any of the Software and/or down time or unavailability of Customer's Internet connectivity, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, loss of data, loss of potential business or profits whether MWEB Business expressly advised Customer of the possibility of such loss or damage resulting from the downloading, installation, access and/or use of the Software by Customer and/or down time or unavailability of Customer's Internet connectivity.

5.5.5 MWEB Business shall further not be held liable for:

5.5.5.1 any malfunction or other failure of the Software for whatever reason;

5.5.5.2 any loss or damage with regard to the data or other data directly or indirectly caused by computer viruses or destructive code on the Software or on the MWEB Business' network infrastructure or negligence on our part; and/or

5.5.5.3 any event over which it has no direct control.

5.5.6 Customer specifically agrees that it shall not:

5.5.6.1 circumvent any component and/or process of Software or cause it to be done in any manner whatsoever;

5.5.6.2 use and/or access Software or cause it to be used and/or accessed in any manner whatsoever by any third party not authorised by MWEB Business in terms of these Product Terms, the End User Licence Agreement and/or otherwise; and/or

5.5.6.3 permit any third party to benefit from the use and/or functionality of the Software via timesharing, service bureau or any other arrangement.

5.5.7 Customer acknowledges and agrees that:

5.5.7.1 the nature and specifications of the Software is known to him/her/it and accepts that Software is suitable for the purpose Customer intends to use it;



Product Terms

MWEB Remote Connect

- 5.5.7.2 the Software shall only be used to access Customer's resources network remotely;
- 5.5.7.3 MWEB Business shall provide Customer with the Customer Identifiers, which Customer shall use to complete the set-up process of Software to enable the registration and authentication of Customer by MWEB Business on the MWEB Remote Connect to enable Customer to access and use MWEB Remote Connect Services;
- 5.5.7.4 MWEB Business reserves (without limiting the provisions of the General Terms), the right to revoke the authorization to download, install, access, use and/or to receive updates to the Software at any time and/or to discontinue Customer's rights to access and/or use Software including access and/or use of the MWEB Remote Connect immediately upon written notice to Customer, should he/she/it breach the provisions of this clause 5; and
- 5.5.7.5 all title and intellectual property rights in the Software, 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, Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble the Software or any portion thereof in any way whatsoever and shall only use it for the purpose it is supplied.
- 5.5.8 Upon termination of the MWEB Remote Connect for any reason whatsoever, the Software license referred to in this clause 5 shall terminate and Customer shall immediately cease any use of the Software. MWEB Business may in its own discretion request the return of the Software, including training and/or user manuals, provided to Customer and/or MWEB Business shall have the right to access Customer's premises to remove the Software from the Equipment.

5.6 **Third Party Warranty and Disclaimer**

5.6.1 Customer acknowledges that:

- 5.6.1.1 MWEB Business licensed the Software from the Licensor who is the proprietor of the Software;
- 5.6.1.2 the Licensor makes a limited warranty that for a period of 90 (ninety) days from the date of first activation of the Software, if operated as directed, will substantially achieve the functionality described in the Software documentation. The Licensor does not warrant, however, that Customer's use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. In addition, the security mechanisms implemented by the Software have inherent limitations, and it is therefore Customer's responsibility to ensure that the Software meets his/her/its requirements;
- 5.6.1.3 the Licensor further warrants that for a period of 90 (ninety) days from the date Customer acquired the Software, the media containing the Software, if supplied by the Licensor, will be free from defects in material and workmanship;



Product Terms

MWEB Remote Connect

5.6.1.4 the sole liability of the Licensor for any breach of this warranty shall at the sole discretion of the Licensor be limited to the following:

5.6.1.4.1 replace Customer's defective media;

5.6.1.4.2 to advise Customer on how to achieve substantially the same functionality with the Software as described in the Software documentation through a procedure different from that set forth in the Software documentation; or

5.6.1.4.3 If the above remedies are impracticable, to refund the Subscription Fee Customer has paid for the Software. Repaired, corrected or replaced Software and Software documentation shall be covered by this limited warranty for the longer of the period remaining under the warranty that covered the original Software or for 30 (thirty) days after the date:

- (a) of shipment, electronically or otherwise, to Customer of the repaired or replaced Software; or
- (b) the Licensor advised Customer on how to operate the Software so as to achieve the functionality described in the Software Documentation.

5.6.1.5 the Licensor will be obligated to honour the warranty set out in this clause 5.6 if Customer informed the Licensor of his/her/its problem with the Software during the applicable warranty period and provide proof of the date of purchase. The Licensor shall use their reasonable commercial endeavours to repair, replace, advice or for individual consumers, refund pursuant to the foregoing warranty within 30 days of being notified.

5.6.1.6 this is a limited warranty and it is the only warranty offered by the Licensor. The Licensor makes no other express warranty including the warranty for non-infringement of third party rights. The duration of implied warranties, including without limitation, warranties of merchantability and of fitness for a particular purpose, is limited to the above limited warranty period.

5.6.1.7 If any modifications are made to the Software by Customer during the warranty period, if the media is subjected to accident, abuse, or improper use, or if Customer violates these Product Terms, then the warranty shall be immediately terminated.

5.6.1.8 the Software is only compatible with certain computers and operating systems. The Software is not warranted for non-compatible systems. This warranty shall not apply if the Software is used on or in conjunction with the hardware or software other than the unmodified version of the hardware and software which the Software was designed to be use.



Product Terms

MWEB Remote Connect

5.6.2 Under no circumstances and under no legal theory, whether in tort, contract or otherwise, shall the Licensor and/or MWEB Business, their respective successors or assigns, be liable to Customer or any other person for any indirect, incidental, consequential or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of goodwill; work stoppage; hardware or Software failure, or other pecuniary loss) arising out of the use or inability to use the Software, even if such party has been advised of the possibility of such damages.

5.6.3 In no event will the Licensor and/or MWEB Business' total liability to Customer if any and in any one or more cause of action, whether in contract, tort or otherwise, exceed the amount paid by Customer for the MWEB Remote Connect.