



Product Terms

Sharepoint

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 Sharepoint 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’ our Legal Website; and
 - 1.3.2 the Product Terms set out herein;(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of Sharepoint indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement 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 “**Activation Date**” means the date on which MWEB Business will give Customer access to and/or enable Customer to use a service;
 - 1.5.2 “**Application Form**” means the application form completed and signed by Customer for the initiation of Sharepoint, as same may be amended from time to time in terms of the Agreement;
 - 1.5.3 “**HMC Environment**” means the Hosted Messaging and Collaboration environment, which is the environment within which multiple servers forming part of the MWEB Business’ exchange environment, including the Sharepoint Server, are hosted;
 - 1.5.4 “**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”;
 - 1.5.5 “**Shared Space**” means the space allocated to Customer within the HMC Environment by MWEB Business for the hosting of Sharepoint, which space may be increased by Customer from time to time in writing via MWEB Business’ sales division.
 - 1.5.6 “**Sharepoint**” means a browser-based collaboration and document management platform from Microsoft, which is made available to Customer by MWEB Business via its HMC Environment, in accordance with Customer’s selection, as indicated on the Application Form under such heading or description;



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1.5.7 **"Sharepoint Server"** means the MWEB file server hosted in the HMC Environment, used to supply Sharepoint to Customer, including any software loaded by MWEB Business on such server that controls basic, low-level server hardware operations and file management, but excludes any software, application and/or component as contemplated in clause 5.20 below;

1.5.8 **"Sharepoint Space"** means the Sharepoint space allocated to Customer, as per Customer's selection on the Application Form, within the HMC Environment by MWEB Business for the hosting of Sharepoint;

1.5.9 **"Templates"** means a variety of ready-to-use, pre-built solutions for business applications, role-based portals and site look and feel.

2. DURATION

2.1 Sharepoint shall commence on the Activation Date 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 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 Sharepoint 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, Sharepoint shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Sharepoint in accordance with the General Terms.

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

2.5 To the extent that Sharepoint 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 Sharepoint, 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.



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3.2 MWEB Business shall bill the Service Fees to the account Customer has with MWEB Business for Sharepoint Services.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Sharepoint on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Sharepoint.

4.2 Although MWEB Business uses reasonable care and diligence to ensure that Sharepoint 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 Sharepoint 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 Sharepoint is rendered "as is" and "as available" and is used at the Customer's own discretion and risk.

4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Sharepoint and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Sharepoint 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; (vi) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on Sharepoint; and (vii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Sharepoint.

5. TERMS AND CONDITIONS SPECIFIC TO SHAREPOINT

5.1 MWEB Business shall provide Customer with Shared Space (more fully described in the Application Form) on the Sharepoint Server.

5.2 Mweb Business will with effect from the Activation Date create Sharepoint for the Customer on the Sharepoint Server.

5.3 Customer acknowledge and agree that the following is required in order to access and use Sharepoint:

5.3.1 Internet connectivity;

5.3.2 *Internet Explorer 6 or higher;*

5.3.3 *a domain.*

5.4 Customer is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such Internet 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.



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- 5.5 Sharepoint was designed and is recommended to work on Internet Explorer 6 or higher, Customers may therefore not be able to utilise Sharepoint to its full potential on other web browsers.
- 5.6 It is recommended that your domain be hosted with MWEB Business to ensure efficient support.
- 5.7 Sharepoint will be hosted in the HMC Environment situated at MWEB Business' data centre situated at Technology House, Greenacres Office Park, Cnr Rustenburg & Victory Roads, Victory Park, 2195 and/or any other place that will be notified to Customer in writing;
- 5.8 Sharepoint contains a variety of Templates. Although MWEB Business uses reasonable care and diligence to ensure that these Templates are 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 these Templates are 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 its fitness for a particular purpose. Customer therefore agrees that the Templates are rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 5.9 Customer acknowledges and agrees that should he/she/it reach the allocated Sharepoint Space, Customer will not be able to upload any file to his/her/its Sharepoint. Customer is therefore advised to:
- 5.9.1 purchase additional space via a sales agent;
- 5.9.2 upgrade to another Sharepoint package.
- 5.10 Customer acknowledges and agrees that in the event that Customer is able to upload any file after his/her/its allocated Sharepoint Space has been reached, MWEB Business shall be entitled to charge Customer the additional fee set out in the Application Form for such excess space used.
- 5.11 Customer may customise and/or develop Sharepoint, subject to limitations that may be imposed by MWEB Business from time to time. MWEB Business reserves the right to:
- 5.11.1 in its own discretion determine which customisations and/or developments may be loaded by Customer on or for Sharepoint; and
- 5.11.2 disallow the installation of any customisations and/or developments required by Customer;
- 5.11.3 suspend Customer's Sharepoint and/or access to the Sharepoint without notice to Customer should Customer install any customisations and/or developments which may affect the: (a) security or operation of MWEB Business' server and network infrastructure and (b) use and/or access to Sharepoint by MWEB Business' other customer's.
- 5.12 Customer acknowledges that Sharepoint is in a shared environment on the MWEB Business' HMC Environment.



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- 5.13 MWEB may monitor traffic to Sharepoint and reserves the right to charge Customer for internet traffic on a per meg basis, at a tariff as set out in the Application Form, or addendum thereto, or as determined by MWEB at a later stage.
- 5.14 Sharepoint is intended to be used as a document-loading site. Customer therefore agree not to use Sharepoint:
- 5.14.1 for the purposes of displaying unsolicited communications;
 - 5.14.2 in any unlawful manner or in any other manner that could damage, disable, overburden or impair Sharepoint;
 - 5.14.3 to upload, post, transmit, share, store or otherwise make available:
 - 5.14.3.1 any content that MWEB Business deem to be harmful, threatening, unlawful, defamatory, discriminatory, offensive, infringing, abusive, harassing, vulgar, obscene, which contains child or violent pornography, religious or racial slurs or threatens or encourages bodily harm or which may violate any privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
 - 5.14.3.2 any private information of any third party without his consent, including, addresses, phone numbers, email addresses, identity number and credit card numbers;
 - 5.14.3.3 any unsolicited or unauthorized materials;
 - 5.14.3.4 any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 5.14.3.5 content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.
- 5.15 Customer is solely responsible for the all documentation and material, including without limitation, photos, profiles messages, notes, text, information, music, video, advertisements, listings, and other content that Customer posts (which includes uploading, publishing and displaying) or transmits on or through Sharepoint. Customer may not post, transmit, or share anything on Sharepoint that Customer did not create or that Customer does not have permission to post.
- 5.16 Customer understands and agrees that MWEB Business may, but are not obligated to, review Sharepoint and may delete or remove (without notice) contents that, in MWEB Business' sole discretion, violates this terms and might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.



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- 5.17 Customer is solely responsible at his/her/its sole cost and expense for creating backup copies and replacing any content posted or stored on Sharepoint.
- 5.18 MWEB Business undertakes to use reasonable endeavours to ensure that Sharepoint Space is secure to prevent unauthorized access.
- 5.19 Customer acknowledges that the specifications of the Sharepoint Server are known to him/her/it and accepts that the Sharepoint Server is suitable for the purpose of rendering Sharepoint to him/her/it. MWEB Business will in its sole discretion, and without being under any obligation to do so, maintain, and/or upgrade the Sharepoint Server, which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorises MWEB Business to implement any of the above, as and when it deem fit. Although MWEB Business will use its reasonable endeavours not to affect Sharepoint or the hosting of any content, application, and/or data of whatever nature MWEB Business, without limiting the generality of the General Terms, expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages which arise or may arise out of such maintenance and/or upgrades.
- 5.20 Customer agrees that any software, application and/or component required and loaded by Customer or loaded on behalf of Customer for Sharepoint will be his/her/its own responsibility and is loaded at his/her/ its sole risk and responsibility. Customer shall indemnify MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on Sharepoint
- 5.21 Notwithstanding the provisions of clause 5.20 above, Customer acknowledges that MWEB Business will be entitled, but without having any obligation to do so: (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on or for Sharepoint; and (ii) have the right to: (a) disallow the installation of any software, application and/or component required by Customer; (b) suspend Sharepoint and/or access to the Sharepoint without notice to Customer should Customer install any software, application and/or component which may affect the: (a) security, operation of MWEB Business' server and network infrastructure; and/or (b) use and/or access to Sharepoint by MWEB Business' other customer's. Customer shall indemnify MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on its website.



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- 5.22 The licensing of all installed software, application and/or component contemplated in clauses 5.20 and 5.21 shall be the sole responsibility of Customer. Without limiting the generality of the General Terms or any of the rights of the relevant software and/or application vendors against Customer, any failure to license such software and/or applications correctly may result in the termination and/or suspension of the Agreement and/or any services including Sharepoint and Customer furthermore indemnifies MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's failure to license the software and/or applications correctly and/or at all. MWEB Business retains the right to carry out routine checks to validate such software license agreements.
- 5.23 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed in terms of clause 5.20, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature.
- 5.24 Customer acknowledges that Sharepoint does not include the development, maintenance or uploading of the Customer's website in any way whatsoever
- 5.25 Customer shall when accessing and/or using Sharepoint: (i) comply with any applicable laws and regulations; and (ii) remain solely responsible for: (a) securing all necessary licenses, consents, and/or permissions for the publication and/or use of the data and/or content or any part thereof, including without limitation all trademarks, logos, names and branding contained therein; (b) ensuring that its use, publication and display of the data and/or content will not infringe any copyright, trademark, patent, trade secret or other proprietary or intellectual property right of any third party or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any third party; (c) the quality and performance of any aspect of Sharepoint, data and/or content thereof; (d) ensuring that Sharepoint, data and/or content thereof remains current, correct and up-to-date; (e) the modification and/or enhancement to Sharepoint, data and/or content thereof; (f) dealing with persons who access Sharepoint, data and/or content and shall not refer any complaints or enquiries relating to thereto to MWEB Business; and/or (g) ensuring that Sharepoint, data and/or content is and will at all times remain free from computer viruses, worms, Trojan horses and other malicious code.
- 5.26 MWEB Business shall not be responsible for Sharepoint, data and/or content displayed, contained and/or published on Sharepoint. Customer furthermore agrees that MWEB Business has no interest in the contents and/or data hosted in terms of Sharepoint and agrees that nothing that MWEB Business does in the performance of its obligations in terms of Sharepoint shall be construed as an assumption of responsibility or liability by MWEB Business for any content and/or data displayed or published on Sharepoint whether or not MWEB Business had knowledge of such data and/or content or not. Without limiting the generality of the General Terms and Use Policies, Customer hereby indemnifies MWEB Business and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or damage suffered or arising directly or indirectly from the display and/or publication of any content and/or data on Sharepoint.



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5.27 Customer acknowledge and agree that it may have access to MWEB's Hosted Exchange and Mailbox services in the HMC Environment and to that extent, Customer agrees to be bound by MWEB Business' Hosted Exchange and Mailbox terms and conditions.
