

UNCAPPED WEBSITE HOSTING

Congratulations! You're just three steps away from getting uncapped hosting from MWEB. Use this guide to help ensure your application is processed as quickly as possible.

1 Fill in and sign all these pages:

- Customer details
- Product choice
- Terms & conditions (multiple pages)
- Declaration

2 Send us the application

Fax

0215967650

email

sales02@mweb.com

? What happens next?

- We will check all your documents and capture your order.
- You'll get a welcome email with your 'My Account' details. You'll need to log on for further instructions.



Any questions or problems ?
Contact the call centre on
087 700 5000



MWEB Connect (Pty)Ltd
100 Fairway Close
Cape Town 7463

Sales agent Ashraf Khan

Reg: 1996/015134/07
VAT: 4390165688

Customer number Tapps1166508

Office use

CUSTOMER DETAILS

Are you already an MWEB subscriber?

YES

What is your MWEB email address?

@mweb.co.za

I would like to:



Upgrade my existing account



Add a new product (please choose extra email address)

NO

What would you like your new MWEB email address to be?

1st choice

@mweb.co.za

2nd choice

@mweb.co.za

Email address must be between 3-12 characters. Only letters and numbers are allowed.

Password

Password must be 6-8 characters long and include letters and numbers. You can change it later online.

Personal details

Details of individual applicant, or business representative.

Title	Mr
First names	DANIEL
Surname	GELDENHUYS
ID/passport number	5907215063083
Home phone	
Work phone	0136651516
Cellphone	0836078773
Fax	
Residential address	33 MIMOSA CRESCENT EXTENSION 4 DELMAS
Postal address	PO BOX 2892 DELMAS

Business details

You only need to fill this in if you are applying for an account in the name of a business. The business representative must also fill in all their personal details in the left column.

Business name	AGRIGEL (PTY) LTD.
Registration number	1998/024691/07
Email	info@agrigel.co.za
Landline	013 668 0000
Fax	086 659 8207
Cellphone	
Physical address	Plot 58 Delmas 2210
Postal address	P.O. Box 2892 Delmas

Payment details

Account holder	AGRIGEL (PTY) LTD.
Account number	020925597
Account type	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Transmission <input type="checkbox"/> Savings <input type="checkbox"/> Other <input type="checkbox"/> Cheque
Bank	STANDARD BANK
Branch	DELMAS
Branch code	052644

Please debit my bank account as shown in favour of MWEB CONNECT (PTY) LTD with the total amount owing by me as specified in this agreement.

Date 03/09/2013

Signature

Don't forget to sign!

Please sign your initials here on every page

UNCAPPED HOSTING

This product is for small businesses, home businesses or personal sites. Medium to large businesses and nontypical applications would be better served by our dedicated server hosting product.

Please include the following documents with your application

- Individuals** - Copy of SA ID/ valid passport for non SA citizens
Businesses - Business representative/individual documents as above
 - Business letterhead or similar document reflecting business name, address and registration number

Choose your Uncapped hosting package

A package which includes all the essential elements you need to build a website

- All packages include :
- 1 x free .co.za
 - Uncapped * hosting space & traffic
 - Website SelfBuild
 - Internationally recognized control panel

* Subject to Acceptable Use Policy

Data	Excl VAT	VAT	Unit Price Per unit per month	Quantity
Lite*	R 25.44	R 3.55	R 29.00	<input checked="" type="radio"/>
Pro	R 42.98	R 6.02	R 49.00	<input type="radio"/>
Ultra	R 86.84	R 12.16	R 99.00	<input type="radio"/>

*Lite package FREE to MWEB ADSL customers for the first 12 months. (Excluding those on the R29.00 ADSL 1GB product)

Your Package options

Lite

- Uncapped * Space and traffic
- 1 x free .co.za
- Website Selfbuild
- 1 x 50mb domain mailbox
- 1 x Database
- 1 x FTP accounts
- Internationally recognized control panel

Pro

- Uncapped * Space and traffic
- 1 x free .co.za
- Website Selfbuild
- 5 x 50mb domain mailbox
- 2 x Databases
- 2 x FTP Accounts
- Easy install applications
- Internationally recognized control panel

Ultra

- Uncapped * Space and traffic
- 1 x free .co.za
- Website Selfbuild
- free .com or .mobi domain
- 10 x 50mb domain mailbox
- 3 x Database
- 3 X FTP Accounts
- Easy install applications
- Internationally recognized control panel

Choose your uncapped hosting platform

Platform	Quantity
UNIX - MySQL database	<input checked="" type="radio"/>
Microsoft - MS SQL database	<input type="radio"/>

Do I choose UNIX or Microsoft?

This depends on the software you will be using to build your website, and not the software you have on your own computer.

Unix delivers dynamic content by using software such as PHP, CGI and MySQL.

Unix is a good option as it supports most web applications eg' Drupal, Wordpress. Microsoft is suitable for Microsoft products such as ASP, .NET.

Website SelfBuild can be used on either platform

Get your free .co.za domain name

Please use clear UPPER CASE print - we don't want to get the spelling wrong.

Register new

Domain name **NCGCAM.CO.ZA**

e.g. mywebsite.co.za

If you're applying for an ULTRA package you can use your FREE .com or .mobi domain instead

Transfer

Alternate Domain name

Alternate Domain name

If you're registering a new domain name, please provide 2 alternatives, in case your first choice is not available. A sales consultant will contact you to confirm availability.

Current holding ISP

Please attach a copy of the letter you have sent to the current holding ISP, requesting the transfer to MWEB.

Your current ISP must accept the transfer request before we can proceed with the transfer. Your Uncapped Hosting order completion is therefore dependent on your current ISP releasing the domain to MWEB.

If you currently have a website hosted with another ISP, and are concerned about a possible downtime during this transfer process, we recommend that you keep both hosting accounts active during the process.

Please note: As Uncapped Hosting is offered as a complete webhosting and email package, Primary MX configuration changes can not be accommodated.

What's your contact email address?

My email address

info@grigel.co.za

We'll use this to send you an email containing your Control Panel login details, and other information necessary to manage your uncapped hosting.

Log in to your control panel to create email addresses and administer your website

Please sign your initials here on every page



PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

PRODUCT TERMS: UNCAPPED HOSTING

1. DEFINITIONS

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.


In these Service Terms:

- 1.1. "cPanel" means cPanel, Inc, and includes its authorised partners and/or distributors;
- 1.2. "cPanel Software" means the cPanel software program(s) supplied by cPanel and corresponding documentation, source code, object code, updates, user interfaces (including without limitation any web-based interfaces), printed materials and online or electronic documentation, excluding any third party components, used to provide the Web Application Service;
- 1.3. "Customer Software" means any software, application (including Web Applications) and/or component required and loaded by you or loaded on your behalf for your Website and/or database or for user Equipment or distributed to you in any manner for purposes of using any part of the Services or any Functionality thereof, but excludes low level Server software installed by MWEB on its Servers;
- 1.4. "Customer's Website" or "your Website" means either your Website linked to the Shared Webhosting, which website you may create, build and publish, by you using the Web Applications or the Online Tool, or, in the case of you using the Demo Service, it means the demo website you may create or build and which may not be linked to the Shared Webhosting;
- 1.5. "Database Hosting" means the services as selected by you on the Application Form whereby MWEB will host your database;
- 1.6. "Demo Service" means the services which will enable you to test the Website SelfBuild Services which will enable you to create a demo website but will not allow publication thereof;
- 1.7. "Disk Space" means the disk space allocated to Customer on a monthly basis and used for the purposes of hosting Customer's Website and/or database and stored by MWEB on a storage medium which includes without limitation, the computer hard drive;
- 1.8. "Domain Name" means the domain name that is the subject of the Domain Service, as selected by you on the Application Form;
- 1.9. "Domain Service" means the services selected by you in the Application Form under such heading or description;
- 1.10. "FTP" means File Transfer Protocol being a method for sending a file to a location on a network via the internet;
- 1.11. "Functionalities" means any functionalities or features which are or may be incorporated into the Service or any part thereof from time to time;
- 1.12. "Licensed Server" means the Server on which the cPanel Software is installed to enable you to use the Web Application Service;

- 1.13. "Mailbox" means the mailbox services MWEB renders of an e-mail box on MWEB's systems, including an e-mail comprising address;
- 1.14. "Online Tool" means the Website SelfBuild Online Tool made available to you by us to create, build and where applicable publish, your Website;
- 1.15. "Registrar" means the entities referred to in clause 4.4 below or any replacement thereof and/or any other entity who attends to the administration or registration of domain names;
- 1.16. "Server(s)" means the MWEB file server, including the Licensed Server, used to supply the Services to Customer, including any Software loaded by MWEB on such server that controls basic, low-level server hardware operations and file management without the user thereof having to operate it or application software ("Server Software"), but excludes any Customer Software including as contemplated in clause 5.6 below;
- 1.17. "the Service(s)" means the services provided under these Terms collectively known as the **Uncapped Hosting Services** which shall comprise of (i) Domain Service; (ii) Mailbox; (iii) Shared Webhosting; (iv) Database Hosting (v) Website SelfBuild Services and/or (vi) Web Application Service;
- 1.18. "Service Website" means <https://myaccount.mweb.co.za>;
- 1.19. "Shared Webhosting" means the services selected by you on the Application Form whereby MWEB will host your Website;
- 1.20. "Software" means all the Software or programs used in relation to the Services, including: (i) software that provides services or Functionalities on a computer acting as a Server without the user thereof having to operate it; (ii) Customer Software; (iii) Third Party Software and (iv) Web Applications;
- 1.21. "Support Data" means all data collected by us or cPanel in order to provide the Services including support for Web Application Service. Such data may, include (a) IP addresses (b) data utilized to prevent and combat various server attacks by hackers or their hardware, including usernames and passwords necessary to login to affected accounts, Uncapped Hosting or other accounts (c) information required to resolve incidents and which information, may personally identify you, and (d) information collected from time to time concerning which features of the cPanel Software are most often used in order to improve and make adjustments to the Services;
- 1.22. "Third Party Software" means Software components and/or computer programs or any part thereof, initially developed by third parties and used or modified for use in this Service, including the Online Tool and Web Applications, cPanel Software, and any other Software offered through the cPanel or our Service Website and licensed under the licensing terms of the relevant authors, owners or licensors thereof ("Third Party Proprietors");
- 1.23. "Web Application(s)" means the scripts and application Software made available to you through Third Party Software including cPanel Software to create, build and where applicable publish your Website content, and to manage your Uncapped Hosting Services, but excludes the Online Tool;
- 1.24. "Web Application Service" means the template based solution and Web Application(s) and Functionalities made available to you to create, build and where applicable, publish your Website content, and to manage your Website and the Uncapped Hosting Services;
- 1.25. "Website SelfBuild Service(s)" means the Website SelfBuild Service providing you with a template based solution to create, build and where applicable, publish your Website.

2. DURATION AND GENERAL SERVICE TERMS

Please initial here:



- 2.1. Termination of any one or more of the individual Services comprising the Uncapped Hosting Services shall constitute termination of the Uncapped Hosting Services as a whole and Customer shall not be able to benefit from the discount structure of the Services.
- 2.2. Should the Customer terminate the Services, Customer will have to apply for any of the individual Services again.
- 2.3. If you make use of the Demo Service then the full Uncapped Hosting Services will not be available to you and you will be restricted to the Demo Service. The demo website will lapse within a limited period unless you sign up for the full Service within the limited period allowed to do so as indicated on our Service Website.

3. PAYMENT

- 3.1. Customer shall pay MWEB the services fees specified in the Application Form in accordance with the provisions set out in the General Terms.
- 3.2. Customer shall pay MWEB in addition to any service fees all reasonable expenses and/or charges relating to the registration, transfer or renewal of Domain Name.
- 3.3. MWEB shall, as part of the Domain Service host the Domain Name and MWEB shall be entitled to charge its normal fees related to the hosting of a Domain Name and such fees shall be deemed to be service fees.
- 3.4. All upgrades shall be subject to MWEB approval which shall be communicated by activating the upgrades applied for. It may be effected during a calendar month provided that you will be billed for the full month at the next monthly billing cycle. You may however only downgrade at the end of a calendar month. You shall pay MWEB the service fees specified on the Service Website and/or the Application Form in respect of such upgrades.
- 3.5. MWEB cannot register, transfer or renew a Domain Name without paying the Registrar annually in advance. Accordingly all Domain Service fees shall be billed and payable annually in advance.
- 3.6. **In the event of termination of the Services MWEB shall not be liable to refund you any such Domain Service fees and/or with charges already incurred or paid by MWEB in advance to the Registrars and/or upstream service providers.**

4. TERMS SPECIFIC TO DOMAIN


- 4.1. MWEB shall use its reasonable efforts to attend to the registration of Domain Name or, where applicable, the transfer of the hosting of an existing Domain Name as soon as reasonably possible after the commencement of the Domain Service.
- 4.2. **Customer authorises MWEB to use any of its particulars it deems fit to effectively manage the registration, transfer, renewal and/or hosting of Domain Name in terms of the Domain Service.** MWEB has no interest in the Domain Name and the Domain Name shall not become the property of MWEB. Nothing that MWEB does in the performance of its obligations shall be construed as an assumption of responsibility or liability by MWEB for the Domain Name whether or not MWEB had knowledge of Domain Name or not.
- 4.3. Should the Domain Service be terminated for any reason whatsoever MWEB shall, without incurring any liability of whatever nature, be entitled to notify the Registrar of such termination and to instruct such Registrar to remove MWEB and/or any of its systems as the host of such Domain Name even if no replacement is available.
- 4.4. It is recorded that (i) All domain names in the .co.za name space or sub-domain ending in .co.za, are administered by Uniforum SA and are subject to the terms and conditions of Uniforum SA as amended from time to time; zaDNA manage the .za domain name space and other domain names ending in .za are currently administered under the

.org.za domain, .ac.za domain by Tenet, and .nom.za domain by .nom.za namespace (ii) MWEB utilizes the services of TUCOWS OpenSRS, to register all international domain names subject to the terms and conditions of TUCOWS OpenSRS, as amended from time to time; (iii) registration, maintenance or, transfer of a Domain Name is subject to the terms and conditions of the Registrars which allocate and govern such Domain Name, and MWEB cannot guarantee the registration of Domain Name(s) selected by Customer; (iv) Registrars may change or be replaced from time to time; and (v) MWEB may change its registration provider from time to time on written notice to Customer; (vi) All Registrars' terms and conditions, mentioned above, are binding upon Customer by reason of Customer's acceptance of these Terms.

4.5. We do not do pre-registration searches and you are liable and responsible for the Domain Name and it is your responsibility to ensure that your use and registration of a Domain Name does not infringe any third party Intellectual Property Rights. As such you warrant that: (i) you are the lawfully entitled owner of Domain Name(s) or have the consent of the owner to use such Domain Name(s); and (ii) in using Domain Name(s) you are not violating any Intellectual Property Rights of whatever nature of any third party who may lawfully claim title of whatever nature to such Domain Name. You indemnify MWEB against any third party or other claims that may be instituted against MWEB as a result of the breach of such third party's Intellectual Property Rights or breach of any warranty herein.

5. TERMS AND CONDITIONS SPECIFIC TO SHARED WEBHOSTING AND DATABASE HOSTING

- 5.1. Subject to our Acceptable Use Policy and the Agreement, the traffic allocation to your Website and the Disk Space for hosting of your Website shall be uncapped.
- 5.2. MWEB shall provide Customer with the Disk Space more fully described in the Application Form on a Server in order to host Customer's Website and/or database, on such platform as selected in the Application Form.
- 5.3. MWEB undertakes to use reasonable endeavors to ensure that Customer's Disk Space is secure to prevent unauthorized access.
- 5.4. In the case of Shared Webhosting, MWEB shall only be obliged to keep the website log files relating to Customer's Website for a period of 3 (three) consecutive months calculated from the date of the first billing month and thereafter, MWEB shall only keep a summary of Customer's Website log files for a period of 3 (three) years. It is therefore Customer's responsibility to query any website log files within a period of 3 (three) consecutive months failing which, Customer will only be provided with a summary of the website log files to clarify and/or respond to any query.
- 5.5. **MWEB will, without being under any obligation to do so, maintain, and/or upgrade the Server, which will include any updates, patches, security updates/patches of whatever nature. Customer herewith authorises MWEB to implement any of the above, as and when it deems fit.**
- 5.6. **Any Customer Software, application and/or component required and loaded by you or loaded on your behalf for your Website and/or database will be loaded at your sole risk and responsibility.**
- 5.7. Notwithstanding the provisions of clause 5.6 above, MWEB will be entitled, but without having any obligation to do so: (i) in its own discretion determine which Customer Software may be loaded by Customer on or for Customer's Website and/or the database; and (ii) have the right to: (a) disallow the installation of any Customer Software required by Customer; (b) suspend Customer's Website and/or database and/or access to Customer's Website and/or database without notice to Customer should you install any Customer Software which may affect the security or operation of MWEB's Server and network infrastructure; and/or use and/or access to the Service by MWEB's customers.

Please initial here: 

5.8. **The licensing of all installed Customer Software, application and/or component contemplated in clauses 5.6 and 5.7 shall be your sole responsibility.** Without limiting MWEB's rights, any failure to license such Customer Software correctly may result in the termination and/or suspension. MWEB retains the right to carry out routine checks to validate such software license agreements.

5.9. You are solely responsible for all the support, maintenance and/or upgrades of Customer Software, installed in terms of clause 5.6, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. MWEB shall provide you with technical support relating to FTP in the case of Shared Webhosting and database access details consisting of database name, database username and database password in the case of Database Hosting, but in both instances in the form of connectivity checks only.

5.10. The Service does not include the development, maintenance and/or FTP or uploading of the Customer's Website and/or database in any way whatsoever.

5.11. **It shall be your sole responsibility to do back-ups of your content/data hosted in terms of the Service. MWEB shall not be liable for any loss of content or data, whatsoever.**

5.12. In addition to MWEB's Acceptable Use Policy contained in the General Terms and Conditions, the following conditions apply:

5.13. Shared Webhosting Servers are designed for hosting of typical website content and to serve the webhosting needs of the normal operation of a personal or small home business website. The Servers are not intended to support the sustained demand of medium to large enterprises, or non-typical applications better suited to a dedicated server.

5.14. Disk Space is intended for webfiles, active self need e-mails and content of the hosted websites; not for online file storage or archiving electronic files, documents, log files, etc (whether of media, e-mails, or other data), other non-web based content or FTP hosts, all of which is prohibited.

5.15. All downloadable files or files stored on the Server must be directly related to the general nature of your Website index. All files on a Domain must be part of your active Website and linked to the site.

5.16. All password protected archive (e.g. zip and rar) files are unacceptable.

5.17. Shared Webhosting and database Disk Space are intended to accommodate the files necessary for publishing a website. Storage, exchange and download of additional files within Customer's webhosting space, in a peer-to-peer arrangement or for any other purpose, are prohibited.

5.18. **MWEB, expressly disclaims any direct, indirect, incidental, special, punitive, consequential losses or damages, of whatever nature including which arise or may arise from (a) the Service or the hosting of any content, application and/or data of whatever nature (b) maintenance and/or upgrades contemplated in clause 5.5 (c) installation and/or use of any Customer Software or Software on your Website and/or database contemplated in clause 5.6. You indemnify MWEB against all loss, damages, claims, liabilities of whatsoever nature as a result of any claim instituted by a third party (other than you) arising from (a) to above.**

6. TERMS SPECIFIC TO MAILBOX

6.1. You may have access to 1 (one) (or more) types of Mailboxes which range from Mailboxes below 2GB in size and those more than 2GB in size.

6.2. You can verify the size of your Mailbox here:
<http://www.mweb.co.za/services/myaccount/>.

6.3. In order to keep our mail servers efficient, we need to apply the following restrictions to your Mailbox:

6.3.1. time limit: MWEB will purge any mail that is older than 90 (ninety) days for Mailboxes smaller than 2GB;

6.3.2. however, if your Mailbox size is 2GB or larger, MWEB will not purge your mail;

6.3.3. if you exceed your Mailbox size, no new mail or attachments will be delivered to your Mailbox. You will, however, be able to receive mail again if you either delete mail and/or attachments from your Mailbox or by purchasing additional space;

6.3.4. subject to any other technical limitations, MWEB restricts the size of an individual mail, sent or received, to 18Mb per mail; and

6.3.5. the number of recipients on your mailing list may not exceed 25 (twenty five).

6.4. MWEB reserves the right to reduce the size of your Mailbox, should you be in breach of the Agreement

6.5. Upon suspension or cancellation of your Mailbox subscription you will lose and MWEB will re-claim your mweb.co.za Mailbox username and mail address used to login on the Service Website. MWEB may re-issue your username and mail address to a new subscriber 90 (ninety) days after suspension or cancellation of your Mailbox subscription. **It is your responsibility to inform everyone so that they do not inadvertently send mail intended for you to the new subscriber. Please note that it is only the email address and not the content of any Mailbox that will be reserved.**

6.6. Once your Mailbox account is suspended or cancelled, MWEB may not keep copies of your e-mails on our Servers. E-mails may be deleted and purged off the system daily.

7. TERMS SPECIFIC TO WEBSITE SELFBUILD

7.1. The Website SelfBuild Service is template based and it is your responsibility to ensure that it is suitable for the purpose it is intended to be used.

7.2. The Website SelfBuild Services may be rolled out in phases and MWEB reserves the right to add, amend, or remove Functionalities, from time to time, but will provide you with (30) thirty days notice in the event of removal.

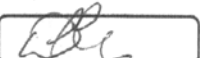
7.3. **Using Website SelfBuild Service will overwrite your existing Website, if any. Ensure that you have a backup of your existing Website before creating a new website.**

7.4. Website SelfBuild is integrated into our Uncapped Hosting Services and relies on specialised Server Software. **Should you decide to host elsewhere, it will not be possible to transfer your Website SelfBuild created website and you will lose it.**

7.5. If the Website SelfBuild Services are for any reason whatsoever: (i) disconnected or suspended, - then your Website will be inaccessible to you and any third parties; or (ii) cancelled, - then your account will be removed from our database, your Website will be inaccessible to you and any third parties, and you will lose your created Website and Functionalities.

7.6. Certain aspects of the Website SelfBuild Service may be provided by upstream service providers. **Take note that these service providers may have reserved the right to make changes, including material changes, to the products provided by them and incorporated into the Website SelfBuild Service and if such changes affect this Website SelfBuild Service it will be an Uncontrollable Event.**

Please initial here:



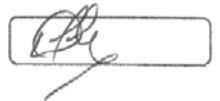
- 7.7. When the Website SelfBuild Service is unavailable due to maintenance or upgrades, you will not be able to use it to create, build or edit your Website.
- 7.8. All title and Intellectual Property Rights in the Website SelfBuild Service (including the Online Tool and templates offered for the layout, design, look and feel and development of your Website, but excluding any user content) shall be and remain the exclusive property of MWEB the Third Party Proprietors.
- 7.9. You may not use, disseminate distribute, reproduce, duplicate, copy, trade, resell or exploit for any commercial purposes, any portion of the Website SelfBuild Services or otherwise deal with it or such intellectual property without MWEB or the relevant Third Party Proprietor's written approval.
- 7.10. The Website SelfBuild Service and your Website created under it are used under license which license limits use of the Website SelfBuild templates to Websites hosted by MWEB under Uncapped Hosting. Templates may not be transferred to another website hosted by another Internet Service Provider.
- 7.11. You may only use content which you own, have created or which you have clear permission to use or upload (such as the license to use the templates of Website SelfBuild).
- 7.12. You are solely responsible and will be held liable for all content of any nature or in whatever form, which you use while using this Website SelfBuild Service. The copyright in such user content (content not forming part of the template) shall remain vested in you or the holder of the copyright therein. MWEB assumes no responsibility for the nature of anything contained or user content on your Website and disclaims all liability in respect of such nature or content. You warrant that any such content, will not infringe the Intellectual Property Rights of any third party.
- 7.13. Subject to limitations allowed in law, MWEB and/or upstream service providers supplying or supporting the Service will not be liable to you, or any third party, for any loss or damages of whatsoever nature, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, arising out of: (i) the loss, damage, disclosure or destruction of your Website, your content or data; (ii) unauthorised access to your Website and/or content or any dealings with your Website or content by other parties; (iii) your sharing of content or use of the Online Tool or any Software; and/or (iv) infringement of Intellectual Property Rights in using the Service and/or (v) any Uncontrollable Event. You indemnify MWEB against all loss, damages, claims, liabilities of whatsoever nature as a result of any claim instituted by a third party (other than you) arising from (i) to (v) above.
- 7.14. Our support will not include assisting you with designing your Website and using the Online Tool to do so (e.g. choosing colours, templates and styles), but they will assist you with logging into the control panel and any publishing errors.

8. TERMS SPECIFIC TO WEB APPLICATION SERVICES

- 8.1. We will provide you with the Web Application Services as selected by you on the Application Form subject to these Terms.
- 8.2. It is recorded that Clauses 5.5 – 5.9; 7.1 -7.3; 7.5; 7.6 - 7.9; and 7.11 7.14 above, with the necessary amendments referring to the Web Application Services and Licensed Server, will apply equally hereto.
- 8.3. We hereby grant you a limited, non-exclusive, license to use the Web Application on our Licensed Server. Your usage thereof is subject to the license conditions of any Third Party Proprietor and the license conditions of the cPanel Software, which includes the following:

- 8.3.1. You may not alter, merge, modify, prepare derivative works based upon, adapt or translate the Third Party Software in any manner whatsoever, decompile, reverse engineer, disassemble, or otherwise reduce the Third Party Software to any human- readable form, or use the Third Party Software to develop any application having the same primary functions as the Third Party Software;
- 8.3.2. cPanel owns all right, title and interest in, including all Intellectual Property Rights, in and to, (a) the cPanel Software; (b) all cPanel trademarks whether registered or unregistered; (c) cPanel Support Data, excluding any identifiable end user information and (d) any and all submissions made to cPanel to improve the Web Application Service (collectively, "cPanel IP Rights");
- 8.3.3. **Subject to applicable law, MWEB, the Third Party Proprietor and cPanel disclaim all warranties of any kind, whether express or implied, relating to the Third Party Software, its third party components, and any data accessed therefrom, or the accuracy, timeliness, completeness, or adequacy of the Third Party Software, its third party components, and any data accessed therefrom, including the implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. Subject to applicable law the Third Party Software, including cPanel Software, is provided "as is" and MWEB, Third Party Proprietors and cPanel do not warrant that the Third Party Software or its third party components are error-free or will operate without interruption. If the Third Party Software including cPanel Software, its third party components, or any data accessed there from is defective, you assume the sole responsibility for the entire cost of all repair or injury of any kind, even if we, cPanel or the Third Party Proprietors have been advised of the possibility of such defects or damages. Also, subject to applicable law:**
- 8.3.3.1. if applicable law requires any warranties with respect to the cPanel Software, all such warranties are limited in duration to ninety (90) days from the date of delivery;
- 8.3.3.2. no oral or written information or advice given by MWEB, Third Party Proprietors, cPanel, its affiliates, licensees, dealers, sub-licensors, agents or employees shall create a warranty or in any way increase the scope of any warranty provided above or implied by law.
- 8.3.4. To the maximum extent permitted by applicable law, neither MWEB, Third Party Proprietors nor cPanel will be liable for any lost profits, costs of procurement of substitute goods or services, damages for the inability to use Equipment or access data, business interruption, or for any other indirect, special, incidental, punitive or consequential damages arising out of or in connection with the Agreement, however caused, and under whatever cause of action or theory of liability brought (including, without limitation, under any contract, negligence or other tort theory of liability) even if we, Third Party Proprietors and/or cPanel have been advised of the possibility of such damages;
- 8.3.5. To the maximum extent permitted by applicable law, cPanel's aggregate liability for direct damages, (cumulatively) shall be limited to the total fees paid by you under the Agreement during the immediately preceding 12 (twelve) month period, provided, however, that for any breach of the limited warranty of clause 8.3.3.1 your sole and exclusive remedy and cPanel's entire liability shall be for cPanel, at cPanel's election and within their sole discretion, to use commercially reasonable efforts to supply you with a replacement copy of the cPanel Software that substantially conforms to the documentation supplied by cPanel; provided that you report any non-compliance with the limited warranty of clause 8.3.3.1 in writing to cPanel no more than 90 (ninety) days following delivery of the cPanel Software to you;
- 8.3.6. You may use the cPanel Software only on the Licensed Server;

Please initial here:



- 8.3.7. Your right to use any Third Party Software shall automatically expire without notice upon the expiration or cancellation of the Agreement or the agreement between MWEB and the Third Party Proprietor or cPanel for any reason whatsoever;
- 8.3.8. You agree that MWEB or cPanel may in their sole discretion terminate, disable or suspend the use of and access to the Third Party Software by you in the event of your breach of the Agreement;
- 8.3.9. You agree that cPanel is a third party beneficiary of the Agreement with the full right to enforce the provisions hereof as they pertain to cPanel and the cPanel Software;
- 8.3.10. You agree and consent thereto that cPanel may in its sole discretion (i) monitor use of the cPanel Software; (ii) use its authentication system; and (iii) collect and use the cPanel Support Data as set forth herein;
- 8.3.11. You agree and consent thereto that cPanel may in its sole discretion (i) monitor use of the cPanel Software; (ii) use its authentication system; and (iii) collect and use the cPanel Support Data as set forth herein;
- 8.3.12. You waive any and all claims (whether under law, equity or any other theory of liability) against MWEB, Third Party Proprietors and cPanel and its affiliates that may arise from your inability to use the Third Party Software in the event (i) of the expiration or cancellation of the Agreement for any reason whatsoever; or (ii) that we, the Third Party Proprietor or cPanel disable or suspend access to the Third Party Software or cPanel Software as set forth herein;
- 8.3.13. You may verify the licensed or unlicensed status of the cPanel Software and obtain other information about the license applicable to the Licensed Server by using the cPanel License Verification System located at <http://party.cpanel.net> or such other URL as cPanel may designate from time to time; and
- 8.3.14. You agree and consent hereby that without further notice to you, cPanel may use technological means, including the authentications system, to (a) monitor use of the cPanel Software as may be necessary to monitor for compliance with the terms of the Agreement; (b) collect language file modifications; and (c) collect cPanel Support Data. cPanel reserves the right to copy, access, store, disclose and use cPanel Support Data indefinitely in its sole discretion; provided, however, that in the event that cPanel collects information concerning which features of the cPanel Software are most often used by you, cPanel will remove personally identifiable information (if any) from such data and copy, access, store, disclose and use such data solely for the purpose of improving the cPanel Software.
- 8.3.15. The cPanel Software contains Third-Party Software the use of which requires your agreement to additional terms and conditions with respect to such Third-Party Software. The terms and conditions for such Third Party Software are located in their respective source files at /usr/local/cpanel/src/3rdparty/ arranged by license type and you agree to these license terms.

- 1.1 "Acceptance Date" means the date on which you accepted the Agreement, be that in writing or by way of electronic medium, for example by clicking "I agree" on a web page or via your mobile phone, or telephonic acceptance;
- 1.2 "Activation Date" means the date on which MWEB will give you access to and/or enable you to use a product or service;
- 1.3 "Add-2-Account service" means the payment mechanism that enables you to pay for products and services by adding the payment to your MWEB Account where the "Add-2-Account" payment option is displayed. For the purposes hereof "MWEB Account" means the subscription account under which you obtain access to our services;
- 1.4 "Agreement" means the agreement concluded between you and MWEB in respect of the product or service contemplated in the Application Form which agreement will be exclusively governed by these general terms and conditions and the product specific terms and conditions applicable to the relevant product or service ("Product Terms") read together with the Application Form;
- 1.5 "Application Form" means the document (including any electronic document) on which (inter alia) you selected your service or product of choice;
- 1.6 "Business Day" means Monday to Friday, but excludes Saturdays and a day which is an official public holiday in the Republic of South Africa;
- 1.7 "Business Hours" means the hours between 08h00 and 17h00 on a Business Day;
- 1.8 "CPA" means the Consumer Protection Act, 2008;
- 1.9 "Electronic Communications Act" means the Electronic Communications Act, 2005;
- 1.10 "ECT Act" means the Electronic Communications and Transactions Act, 2002;
- 1.11 "Equipment" means any device, equipment or hardware used to access the services or used in conjunction with the services, including any SIM (Subscriber Identity Module) card;
- 1.12 "ICASA" means the Independent Communications Authority of South Africa;
- 1.13 "Intellectual Property Rights" means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978 including any applications for the foregoing and any names, licenses, know how, trade secrets and data associated with the foregoing;
- 1.14 "Juristic Person" means a company or close corporation and includes a body corporate, partnership, association or trust;
- 1.15 "Legal Notices Website" means <http://www.mweb.co.za/legalpolicies>;
- 1.16 "MWEB Marks" means any trademarks, logos, brand names, trade names domain names or other names or marks of MWEB whether registered or not;
- 1.17 "MWEB", "we", "us" and "our" means MWEB Connect (Proprietary) Limited, Registration Number 1996/015134/07, its affiliates and subsidiaries;
- 1.18 "NCA" means the National Credit Act, 34 of 2005;

MWEB General Terms and Conditions

Definitions

Please initial here:



- 1.19 "Network Coverage" means the geographical area within which the service can be accessed and used by you, as determined at the time coverage was established;
- 1.20 "Network Operator" means a company that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Vodacom, MTN and Telkom);
- 1.21 "OTP" means a one time pin number used for enhanced security and required when concluding certain transactions;
- 1.22 "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 1.23 "Website" means www.mweb.co.za;
- 1.24 "Subscriber", "you" or "Customer" means an user of any of our products or services;
- 1.25 "Uncontrollable Event" means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of MWEB including the termination or suspension of a service or product provided by a Network Operator, that may result in a delay or a failure to provide any product or service; and
- 1.26 "VAT" means Value Added Tax as provided for in the Value Added Tax Act, 1991.

Commencement, Duration, Termination and Cooling-off

- 1.27 The Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this Agreement. In the event that the product or service you have applied for is not activated within 30 (thirty) days of the Acceptance Date (or such extended period as MWEB may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.
- 1.28 Fixed Term Agreements
 - 1.28.1 where the Acceptance Date is after 31 March 2011 and the Subscriber is a natural person, you may cancel the Agreement either on the expiry of the fixed period ("Initial Fixed Period") selected in the Application Form (such Initial Fixed Period calculated from the Activation Date) or on at least 20 Business Days written notice to MWEB at any time prior to the expiry of the Initial Fixed Period, subject to clause 2.2.4. If the Agreement is not cancelled by you or by us prior to or on the expiry of the Initial Fixed Period, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar month's notice to MWEB, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. We will notify you not more than 80 (eighty) and not less than 40 (forty) Business Days prior to the expiry of the Initial Fixed Period of the impending expiry date any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.
 - 1.28.2 Where the Subscriber is a Juristic Person, you may not cancel the agreement during the initial fixed term of the Agreement (such initial fixed period calculated from the Activation Date) save for a material unremedied breach committed by MWEB. At the expiry of the initial fixed period, the Agreement will automatically renew will continue on a month to month basis ("Renewal Period") on the revised terms including revised pricing applicable for such Renewal Period which MWEB will notify you of prior to the expiry of the initial fixed period. You may terminate the Agreement during the Renewal Period by giving us either 1 (one), 2 (two) or 3 (three) calendar months notice depending on the specific notice period set out in the Product Terms or Application Form, which notice will take effect on the first day of the month immediately following the end of such notice period.

1.28.3 MWEB may cancel the Agreement -

in the case of a fixed term agreement concluded with natural persons - 20 (twenty) Business Days after giving you written notice to remedy a material breach of the Agreement and you have failed to remedy that breach with such time; and

in the case of any other fixed term agreement or any month to month agreement, on the expiry of the reasonable notice period given to you to remedy a material breach and you have failed to remedy that breach within such reasonable period, or otherwise as provided for in the Product Terms or these general terms and conditions.

1.28.4 In the case of a fixed term agreement contemplated in 2.2.1, in the event that you cancel the agreement prior to the expiry of the Initial Fixed Term. You will remain liable for all amounts owing up to the date of cancellation and in addition MWEB will be entitled to impose a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended fixed term.

1.29 Save as specifically provided for in clause 2.2 above, termination of the Agreement shall be governed by and given effect to as contemplated in this Agreement. In particular, month to month agreements (other than fixed term agreements contemplated in clause 2.2.1 and clause 2.2.2) may be terminated by either MWEB or you on one calendar month's notice, save to the extent provided otherwise in the Product Terms, which termination will take effect on the first day of the month immediately following the end of the applicable notice period.

1.30 Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to MWEB as a result of the use of or access to the product or service and this Agreement shall be deemed to continue to apply until such time as all amounts due to MWEB have been paid in full.

1.31 If the Agreement results from any direct approach to you by MWEB or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to MWEB without reason or penalty within 5 (five) Business Days of -

1.31.1 in the case of services only being provided in terms of the Agreement - the Acceptance Date; and

1.31.2 in the case where goods are provided and constitute the subject of the Agreement, whether in conjunction with services or on its own - the date of delivery of such goods.

1.32 For purposes of clause 2.5.2, goods include any literature, music, photograph, motion picture, game, information, data software, code or other intangible product or any license to use such intangible product. Where the Agreement relates to the provision of services and you are provided with Equipment or goods to which clause 9 applies then clause 2.5.1 and not clause 2.5.2 will apply.

NCA and ECT Act

1.33 Although the Agreement is not a credit agreement as contemplated in the NCA, your application for a service or product may be subject to a credit referencing or risk assessment process. This means that MWEB may utilize the information provided by you including your personal information and request and receive information about you and your credit record ("Assessment Information") from registered credit bureaus in order to determine whether you will be in a position to meet your obligations under the intended Agreement. MWEB will be entitled to decline to activate a product or service that you apply for if MWEB reasonably determines that you may not be able to meet your commitments under the Agreement.

1.34 MWEB is entitled to perform these assessments each time you apply for a service or product.

Please initial here:



1.35 The consumer protection provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It also does not apply to paper based transactions, e.g. where you apply for a service or product by completing an Application Form in writing.

• **Conditions of access**

1.36 MWEB will, unless it declines to activate the service as contemplated in clause 3.1, make the service available to you on the Activation Date.

1.37 MWEB will, where relevant, issue a user name and password to you prior to the Activation Date in order to enable you to gain access to and/or use a service. In such instance, you will not be able to access and/or use a service without a user name and password.

1.38 You may be issued with an OTP for the purposes of concluding certain transactions. The OTP will be SMS'd to the cell phone number provided by you and should such cell phone number change it is your responsibility to notify MWEB thereof and to update your details via the My Account site found at (<http://www.mweb.co.za/services/myaccount/Default.aspx>). Should you not have a cell phone you will need to contact our call centre to complete transactions requiring an OTP.

1.39 You agree that:

1.39.1 you will use your user name, password and OTP for your own personal use only;

1.39.2 you will not disclose your user name, password and OTP to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;

1.39.3 in the event that your password or OTP are compromised, you will immediately notify MWEB and change your password;

1.39.4 *you, as the holder of the user name, password and OTP, acknowledge you are solely responsible for all payments in respect of a service charged to your MWEB account, irrespective of whether the service has been utilized or is being utilized by you or not and accordingly the entire amount outstanding on your MWEB account will be deemed to have arisen from (or relate to) your access to and/or use of a service;*

1.39.5 *you agree to cause all persons who use any products or services under your account or with your authorization to comply with the Agreement. All acts or omissions of all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions;*

1.39.6 unless such right is specifically and expressly provided to you in terms of any applicable Product Terms you will not, at any time, permit and/or initiate a simultaneous network log-in; and

1.39.7 you will not attempt to circumvent MWEB's user authentication processes or engage in attempts to access MWEB's network where not expressly authorised to do so.

1.40 MWEB also offers a password reminder service. MWEB will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to notify MWEB thereof and to update your details via the My Account site found at (<http://www.mweb.co.za/services/myaccount/Default.aspx>).

• **Service Delivery, Service Availability**

1.41 MWEB will make all its services and products available to you in accordance with the provisions of its Code of Conduct and Service Charter, which are available on our Website under Legal Notices, at MWEB's retail shops, and on request.

1.42 *MWEB will use reasonable endeavors to make its services available to its Subscribers, and to maintain the availability thereof for use by its subscribers. However, we provide the services "as is" and "as available" and do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.*

1.43 MWEB will use its best endeavors to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but can not always guarantee this.

• **Data Retention**

1.44 *We will use reasonable endeavors to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos, data and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as:*

1.44.1 *we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and*

1.44.2 *we will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us.*

• **Communication, Complaints Handling and Dispute Resolution**

1.45 You agree that MWEB may from time to time send you communications regarding (without being limited to) special offers or discounts which MWEB may negotiate for and offer to its Subscribers and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications.

1.46 Complaints must be submitted to MWEB and will be dealt with by MWEB in accordance with the provisions of this clause 7.

1.47 Any payment default by you arising from, or in connection with, any service or product rendered or provided by MWEB, will be excluded from the provisions of this clause, and MWEB will be entitled to proceed to institute legal action against you.

1.48 Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach ICASA or any other relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 7.10 below.

1.49 Please direct all complaints to complaints@mweb.co.za. Your complaint should include the following:

1.49.1 your name and surname;

1.49.2 your account number;

1.49.3 the date on which the complaint arose; and

Please initial here:



- 1.49.4 a brief description of what gave rise to the complaint.
- 1.50 In the event of a billing complaint you should also include the following:
- 1.50.1 a copy of the bill concerned or the particulars thereof, e.g account number;
- 1.50.2 the reason for the dispute;
- 1.50.3 the amount in dispute; and
- 1.50.4 supporting information or documentation, if any.
- 1.51 MWEB will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 1.52 MWEB will formally respond with a view to proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 1.53 You may approach ICASA or any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out in clause 7.10 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by MWEB.
- 1.54 Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Cape Town or Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 1.55 The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 1.56 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.
- **Payment**
- 1.57 Billing will commence on the Activation Date.
- 1.58 You agree to pay all amounts due under this Agreement in consideration for a service or product in accordance with the Application Form under which that service is rendered or that product is offered.
- 1.59 **To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favor of MWEB (drawn against a current banking account nominated by you), or in such other manner as MWEB may from time to time determine. You agree that:**
- 1.59.1 **MWEB will be entitled and authorized to draw all amounts payable in terms of the Agreement from the account specified by you (or any other bank or branch to which it may be transferred);**
- 1.59.2 **the debit order will commence on the Activation Date and will continue and not be revoked until termination of this Agreement or until all amounts due and owing to MWEB have been fully and finally discharged;**
- 1.59.3 **you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 8.3.**
- 1.60 Your first bill may be for part of a month and you will be charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month.
- 1.61 Should you fail to pay any amount on the due date for payment then MWEB may, without prejudice to any of its other rights and remedies:
- 1.61.1 take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms;
- 1.61.2 suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or
- 1.61.3 subject to clause 2, terminate this agreement with immediate effect.
- 1.62 In the event of MWEB suspending your access to the service, MWEB reserves the right to continue to charge you the minimum required to keep your account activated for the period of suspension, unless terminated by you in terms of this Agreement.
- 1.63 If any changes are proposed to any terms of an agreement between MWEB and a Network Operator which impacts on the provision of any services or products in terms of this Agreement, MWEB shall subject to clause 2 above, be entitled to amend the terms, fees or charges for its services or products at any time on 30 (thirty) days notice to you as provided for in clause 21 below. The amendment will take effect on the date indicated in the notice.
- 1.64 MWEB will use reasonable endeavors to inform you well in advance, and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.
- 1.65 When roaming (including voice, data and hotspot roaming), you will be responsible for all applicable MWEB charges in addition to the relevant service provider's charges and subject to their limitations or conditions of such roaming services.
- 1.66 To the extent that MWEB incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.
- 1.67 You will only be able to register for the Add-2-Account service if:
- 1.67.1 your MWEB Account is paid/settled by means of credit card or debit order;
- 1.67.2 at least one successful payment has been made by way of debit order or credit card in respect of your MWEB Account prior to your registration for the Service; and
- 1.67.3 you pass our credit vetting rules, as determined by MWEB from time to time.
- 1.68 The products and services that you may elect to pay for by means of the Add-2-Account service may be offered by third party providers and are subject to their applicable terms and conditions. **You are solely responsible for evaluating the product or service, as the case may be, and the terms and conditions applicable to it before using the Add-2-Account service to pay for it.** We are not a party to or in any way responsible for any transaction between you and the provider of any such products/services.
- 1.69 You are responsible for all transactions and any other activities that may occur under your user name and password and that all payments made by means of the Add-2-Account service under your user name and password will be deemed to have been made by you.

Please initial here:



1.70 MWEB will be entitled to impose spending limits on the total amount of payments that may be made by means of the Service per MWEB Account during a particular period and change such limits from time to time. Once the maximum spending limit has been reached, MWEB will be entitled to block any further payments from being made by means of the Service on the particular MWEB Account until the next day/month (whichever is applicable). The starter-spending limit will be R150.00 (one hundred and fifty Rand) per MWEB Account per month.

• **Equipment and Software**

1.71 Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

1.71.1 you will take reasonable care with such Equipment;

1.71.2 you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;

1.71.3 you may not re-locate such Equipment without our knowledge and permission;

1.71.4 you will inform any landlord that such Equipment is owned by MWEB and therefore not subject to any landlord's hypothec; and

1.71.5 you will return such Equipment to us at your own expense upon termination of the services to which the Equipment related.

1.72 If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

1.73 You authorise us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities.

1.74 Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the services or for the proper operation of the services (e.g. 112 emergency services). Such requirements may be changed from time to time as we may reasonably require. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

1.75 You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate the services, your obligations under the Agreement will continue to apply save as provided for in clause 2.

1.76 Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take all reasonable steps to protect such software or documentation from theft, loss or damage. You will be obliged to review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Agreement.

Return, Exchange and Refunds

1.77 MWEB's policy in respect of exchanges, returns and refunds depends on, inter alia, the type goods and the policy of the manufacturer or supplier thereof. Where the CPA applies to you, MWEB's policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds.

1.78 Warranties, if any, will ordinarily be included in the hardware packaging.

1.79 Where the CPA applies to you and/or the product or service in question, MWEB will provide, the warranties, undertakings and assurances as required under the CPA but subject to any limitations and restrictions as allowed under the CPA.

• **Security and Privacy**

1.80 MWEB will be entitled to take whatever action MWEB may deem necessary and reasonable to preserve the security and reliability of its network.

1.81 You may not utilize any service in any manner which may compromise the security of MWEB's network, or any other network connected to MWEB's network, or tamper with a service or such a network in any manner whatsoever.

1.82 MWEB takes reasonable steps to secure your payment information. MWEB uses a payment system that is in MWEB's reasonably opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.

1.83 MWEB will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website and in compliance with all relevant laws.

Acceptable Use Policy

You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard you will be expected to have read and familiarized yourself with our Acceptable Use Policy attached hereto.

RICA and Interception of Communications

1.84 MWEB and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via MWEB's or the Network Operator's network. MWEB and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of MWEB and/or a third party Network Operator performing any activity referred to in this clause where MWEB is obliged by operation of law to perform such acts.

1.85 A copy of RICA is available at <http://www.info.gov.za/acts/2002/a70-02>.

1.86 Should you sell or in any manner provide your activated SIM card to any person other than a family member, you and the person receiving the SIM card must provide MWEB with certain information. Should you lose or have a SIM card or cellular telephone stolen you must report it to the South African Police Services.

1.87 Should you provide a SIM card to your employee or lease your SIM card to a third party you need to obtain and keep certain information about the person receiving the SIM card.

1.88 In order to assist you to comply with the above requirements, we have set out important information on what documentation you need to provide and/or obtain and keep in our RICA document found here <http://www.mweb.co.za/general/?p=rica>.

• **Intellectual Property Rights**

1.89 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.

Please initial here:



- 1.90 You are prohibited from using any MWEB Marks without the prior written approval of MWEB.

Other than as specifically provided in the product or service specific terms and conditions, MWEB will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to software used by MWEB, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the product or service specific terms and conditions.

Emergency Calls

- 1.91 Should you make use of the 112 emergency service number while using any of MWEB's services, MWEB can disclose the caller line identity either to the 112 emergency centre or to the third party that may carry the call to the 112 emergency centre.
- 1.92 The 112 emergency service number will become the exclusive national public emergency number; subscribers are therefore urged to use the 112 number instead of the 10111, 10177 and 107.

Breach

- 1.93 Subject to any other provisions set out in these general terms and conditions or the Product Terms and without prejudice to any of these provisions, should you be in breach of any provision of this Agreement, then MWEB shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:

- 1.93.1 afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or
- 1.93.2 suspend your access to a service;
- 1.93.3 cancel all agreements concluded between us; or
- 1.93.4 claim immediate performance and/or payment of all your obligations in terms hereof.
- 1.94 Should MWEB suspend, disconnect or terminate your service, MWEB will be entitled to, charge you a fee for reconnecting your service.

Indemnity

- 1.95 **You hereby unconditionally and irrevocably indemnify MWEB and agree to indemnify and hold MWEB harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by MWEB as a result of any claim instituted against MWEB by a third party (other than you) as a result of (without limitation):**

- 1.95.1 **your use of our services or products other than as allowed or prescribed in the Agreement;**
- 1.95.2 **any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.**

Limitation of liability

- 1.96 **Save to the extent otherwise provided for in this Agreement or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.**

- 1.97 **Without limiting the generality of the provisions of clause 18.3, MWEB shall not be liable for and you will have no claim of whatsoever nature against MWEB as a result of -**

- 1.97.1 **your use of the password reminder service which you acknowledge you are not obliged to use and have voluntarily elected to make use of;**
- 1.97.2 **the loss of or access to any usernames, passwords or OTPs which you are required to safeguard and not allow unauthorized access on the understanding that we will be entitled to assume that you are the person so using or gaining access to any service or account where your username, password or OTP is used;**
- 1.97.3 **any unavailability of, or interruption in the service due to an Uncontrolled Event;**
- 1.97.4 **any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement.**

- 1.98 **In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, MWEB shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that MWEB is liable to you for any damages, MWEB's liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for a service or product during the immediately preceding 12 (twelve) month period in respect of the service or product which gave rise to the liability in question.**

Cession and Delegation

You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this Agreement without the prior written approval of MWEB. MWEB shall be entitled to sell, cede, assign, delegate, alienate, dispose or transfer any or all of its rights and obligations under and in terms of this Agreement to any of its affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes MWEB's holding company, the holding company(ies) of MWEB's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by MWEB or are under common control with MWEB.

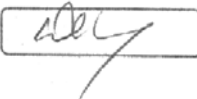
Jurisdiction

Notwithstanding clause 7 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by MWEB arising out of this Agreement, provided that MWEB shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7 above.

Amendment of this agreement

MWEB reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made.

Please initial here:



• **General**

- 1.99 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No changes or cancellation of this Agreement by you, including any changes to the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service.
- 1.100 MWEB is in terms of section 43 of the ECT Act required to make its contact details and certain other information available to its Subscribers who enter into electronic transactions with MWEB. This information is available under "ECT Act Information" under Legal Notices on our website.
- 1.101 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.
- 1.102 No indulgence, leniency or extension of time which MWEB may grant or show to you shall in any way prejudice MWEB or preclude MWEB from exercising any of its rights in the future.
- 1.103 In the event of a discrepancy between these Terms and Conditions and the Product Terms, the Product Terms will take precedence.
- 1.104 You warrant that as at the date of signature of the Application Form, all the details furnished by you to MWEB are true and correct and that you will notify MWEB in the event of any change to such details.
- 1.105 All our terms and conditions can be accessed, stored, and reproduced electronically by you.
- 1.106 The physical address where MWEB will receive legal service of documents is the following:
**MWEB Building
100 Fairway Close
7500**

MWEB ACCEPTABLE USE POLICY

Introduction

MWEB is committed to complying with legislation and ensuring all its Customers have the ability to use its network and the Internet without interference or harassment from other users. MWEB's Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using any of MWEB's services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. MWEB reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website at <http://www.mweb.co.za/legalpolicies/>. Customer's use of MWEB's services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to MWEB services that provide (or include) Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc) or any other services provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: MWEB prohibits use of the IP Services in any way that is: i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of MWEB's network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed via a link from a MWEB-branded website or from a website that contains MWEB-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of MWEB or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize MWEB provided web or content hosting, MWEB reserves the right to decline to provide such services if the content is determined by MWEB to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: IP Services should not be used for the purpose of commission an offence against a child or in way that would constitute or promote unlawful interaction with children.

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to MWEB at the following e-mail address: abuse@mweb.com. MWEB will report any discovered violation of this prohibition to the South African Police services and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail Abuse:

Spam/E-mail abuse is prohibited using IP Services. Spam/E-mail abuse shall include, but are not limited to, the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the MWEB network or of the networks with which MWEB interconnects, by virtue of quantity, size or otherwise;

Please initial here:



- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Connectivity Services

- MWEB reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion
- *We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.*
- *Unless you are subscribed to a business package, you may not use any services for anything other than your own personal use.*
- *Unless you subscribe to a business packages and you are permitted in terms of such business package, you may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any commercial purposes. For example, you cannot provide Internet access to others through a dial up, ADSL or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In-addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services*
- *You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.*
- *We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.*

- *We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.*
- *We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your use. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.*
- *You may not use service for unattended automated operation, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.*
- *We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.*
- *We are committed to provide you with uninterrupted services. However, we can not guarantee that service and the allocated capacity will always be available.*
- *We can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.*

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of MWEB's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to MWEB's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Please initial here:



Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. MWEB has no responsibility for any material created on the MWEB's network or accessible using IP Services, including content provided on third-party websites linked to the MWEB network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by MWEB of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in MWEB taking actions, which may either be a warning, a suspension or termination of Customer's services. When reasonably possible, MWEB may provide Customer with a notice of an AUP violation allowing the Customer to promptly correct such violation.

If the IP Services are used in a way that we, in our reasonable discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or your account.

Should you engage in any one or more of the above activities, which shall be determined in MWEB's reasonable discretion and which decision shall be final, then MWEB shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- *without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;*
- *terminate all agreements with you with immediate effect;*
- *bill you for any costs incurred by MWEB as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of MWEB's name or registered domain names and CPU cycles; and*
- *disclose information relating to the offending activity as may be required under the circumstances.*

MWEB has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, MWEB may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the MWEB network and its customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an MWEB Customer (or its user) should be directed to abuse@MWEB.com, include details that would assist MWEB in investigating and resolving such complaint.

Please initial here:



DECLARATION

Please read and sign this declaration

- I declare that the information given by me is true and correct.
- I have selected the correct product package and understand the service I will be receiving from MWEB Connect (Pty) Ltd ("MWEB").
- I acknowledge and understand that the conclusion of an agreement with MWEB may be subject to credit vetting.
- I warrant that I have the contractual capacity and/or am duly authorized to enter into this agreement with MWEB.
- I will read MWEB's General Terms and Conditions and the ADSL/VDSL and Dial Up terms and conditions ("MWEB Terms") which may be found at <http://www.mweb.co.za/legalpolicies/HomePage.aspx> as I understand that if I wish to access MWEB's services, I must read and accept the MWEB Terms which will be served on me online before I access MWEB's services.
- If I do not agree to any of the MWEB Terms, I understand that I must contact MWEB immediately to cancel my chosen product package.
- I understand that important clauses in the MWEB Terms, which may limit or involve some risk for me, may be in bold or italics. I will read and pay special attention to these clauses. I understand that every clause is important and that by signing this application and by accepting the MWEB Terms I agree to everything in it.

Print name

DANIEL GELOENHUIS

Date

2013/08/27.

Signature

