



Product Terms

Astaro

THESE TERMS APPLY TO THE ASTARO SERVICES

VARIOUS PACKAGES

MWEB offers a wide range of Astaro Packages. Customer can select from: (i) network security module; (ii) mail security module; (iii) web security module; and (iv) a full bundle consisting of the aforementioned 3 (three) packages

(collectively referred to as “**Astaro Packages**”)

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to the Astaro, Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB’ Legal Website; and
 - 1.3.2 the Product Terms set out herein;(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of the Astaro Services indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.5.1 **Astaro or Astaro Service** means the security services rendered by MWEB to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description, which Astaro Service comprises of the Astaro Packages in order to enable the security to Customer’s network;
 - 1.5.2 **Equipment** means, depending on the Customer’s selections as indicated by Customer in the Application Form under such heading or description of Astaro Services, either:
 - 1.5.2.1 the security gateway owned by MWEB and rented to Customer, which is subject to the provisions of clause 8 below; or
 - 1.5.2.2 the security gateway sold by MWEB to Customer in accordance with the Equipment Purchase Product Terms;



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1.5.3 **Equipment Purchase Product Terms** means the terms and conditions applicable to the purchase of the Equipment, if selected in the Application Form, which can be found under the link "**Product Terms**" at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> and under the name "Equipment Purchase". The Equipment Purchase Product Terms will be deemed to form part of the Agreement for this purpose; and

1.5.4 **Module** means the Astaro security software licensed by MWEB to Customer and installed by MWEB in the Equipment in order to enable the operation of the Astaro Package selected by Customer in the Application Form.

2. DURATION

- 2.1 Astaro Service shall commence with effect from the date of activation of the Astaro Service and endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the "Initial Period").
- 2.2 Either Party may terminate Astaro Service at the end of the Initial Period by giving the other Party 3 (three) calendar months written notice of termination prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.1 above, Astaro Service shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Astaro Service on 3 (three) calendar months written notice to the other to that effect.
- 2.4 In the event of a termination, Customer's use of Astaro Service shall be deemed terminated. However, in the event that Customer logs on to Astaro Service following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB shall furthermore be entitled to terminate Astaro Service without notice to Customer.
- 2.5 To the extent that Astaro Service provided to Customer are suspended by MWEB in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of Astaro Service, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICES FEES

- 3.1 Customer shall pay MWEB the Services Fees specified in Application Form in accordance with the provisions set out in the General Terms.



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3.2 Customer acknowledges that in the event that he/she/it moves and/or relocates to a different location and/or premises, MWEB shall charge Customer for the moving and/or relocation of the Equipment to new premises and/or location which includes without limitation the: (i) installation fees; (ii); and/or (iii) set up fees. Customer acknowledges and agrees that the aforementioned fees shall be included in Customer's monthly invoice, which shall be payable by Customer in accordance with the provisions of the General Terms. If Customer has selected a debit order as a method of payment in the Application Form, Customer hereby authorizes MWEB to debit his/her/its bank account with all fees chargeable by MWEB as envisaged in this clause.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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

4.2 **ALTHOUGH MWEB USES REASONABLE CARE AND DILIGENCE TO ENSURE THAT ASTARO SERVICE IS AVAILABLE, ACCURATE, COMPLETE, CORRECT, ERROR-FREE, SECURE, UP-TO-DATE AND/OR RELIABLE MWEB DOES NOT WARRANT, REPRESENT OR IN ANY WAY GUARANTEE, EITHER EXPRESSLY OR BY IMPLICATION THAT THE ASTARO SERVICE IS AVAILABLE, ACCURATE, COMPLETE, CORRECT, ERROR-FREE, SECURE, UP-TO-DATE AND/OR RELIABLE. MWEB FURTHERMORE DOES NOT WARRANT, REPRESENT OR IN ANY WAY GUARANTEE, EITHER EXPRESSLY OR BY IMPLICATION THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER THEREFORE AGREES THAT ASTARO SERVICE IS RENDERED "AS IS" AND "AS AVAILABLE" AND IS USED AT THE CUSTOMERS' OWN DISCRETION AND RISK. CUSTOMER IS THEREFORE ADVISED TO ENSURE THE BACKUP OF ANY DATA EXISTING ON ITS NETWORK INCLUDING COMPLIANCE BY ITS INTERNAL AND/OR EXTERNAL USERS WITH ITS INTERNAL SECURITY POLICIES**

4.3 Customer acknowledges that the following circumstances and events may impact upon its use of the Astaro Service and further that these circumstances and/or events are beyond MWEB control: (i) use of the Astaro Service by Customer's users; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures; (iv) telecommunication links failures; (v) operating systems; (vi) access technology failures; (vii) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on the Astaro Service; and (viii) any other action, omission and/or failure not within MWEB's control which has an impact on the Astaro Services.

5. TERMS AND CONDITIONS SPECIFIC TO ASTARO SERVICE

5.1 Customer acknowledges and agrees that in order for MWEB to provide Astaro Services to Customer the Customer needs to have: (i) Appropriate internet access, (ii) Equipment; and (iii) Modules.

5.2 MWEB will provide Customer with Astaro Services in accordance with the Astaro Package selected by Customer in the Application Form.



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- 5.3 Customer undertakes to use Astaro Services solely for *internal purposes* and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license Astaro Services in whole or in part in any manner whatsoever to any third party without MWEB's written consent.
- 5.4 Customer specifically agrees that it shall not:
- 5.4.1 circumvent any component and/or process of the Astaro Package supplied by MWEB or cause it to be circumvented in any manner whatsoever; and
 - 5.4.2 use/access the Astaro Package supplied by MWEB or cause it to be used and/or accessed in any manner other than authorised by MWEB in terms of these Product Terms.
- 5.5 Customer acknowledges and agrees that any admin access to the Astaro Package supplied by MWEB is provided to Customer at its own and absolute responsibility and if such access is tampered with and/or lost MWEB shall not be able to provide Astaro Services to Customer.
- 5.6 Customer is responsible for selecting the Astaro Package of its choice and accepts full responsibility for such selection. Customer agrees that MWEB has no interest in the Astaro Package selected by Customer and agrees that nothing that MWEB, its licensors or its suppliers do in the performance of its/their obligations in terms of Astaro Services shall be construed as advice on the suitability of any Astaro Package selected or an assumption of responsibility or liability by MWEB, its licensors or suppliers whether or not MWEB, its licensors or suppliers had knowledge of Astaro Package, selected by Customer.
- 5.7 Internet Access
- 5.7.1 In the event that the Internet access is not provided by MWEB, Customer acknowledges that he/she/it shall:
 - 5.7.1.1 remain responsible for ensuring that his/her/its Internet access specifications are communicated to MWEB;
 - 5.7.1.2 remain responsible for the management of his/her/its Internet access and for ensuring that such Internet access is available for the duration of the Astaro Services.
 - 5.7.2 Customer acknowledges further that termination of Customer's Internet access shall not in any manner whatsoever result in the termination of the Astaro Services and Customer shall remain bound by the Agreement including these Product Terms until termination of the Astaro Services.
- 5.8 Equipment
- 5.8.1 In the event that the Equipment is rented from MWEB by Customer, Customer acknowledges that such Equipment is rented in accordance with the provisions of 8 below.
 - 5.8.2 In the event that the Equipment is supplied by Customer, Customer:



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- 5.8.2.1 warrants and represents that he/she/it is the owner of the Equipment and/or has the right to be in possession of the Equipment;
- 5.8.2.2 warrants and represents that he/she/it has the relevant permission to authorize MWEB to install and/or load the Module on the Equipment;
- 5.8.2.3 shall furthermore retain ownership of the Equipment or the right to possess the Equipment for the duration of Astaro Services and shall not allow any third party to take direct and/or indirect possession of the Equipment in any manner whatsoever;
- 5.8.2.4 shall not use the Equipment and/or allow any person to use the Equipment for any purpose other than for the Astaro Services;
- 5.8.2.5 shall not tamper with and/or allow any person to tamper with the Equipment;
- 5.8.2.6 acknowledges and agrees that:
- 5.8.2.6.1 operation and functionality of the Equipment is critical in order for MWEB to provide the Astaro Services. Any error, fault and/or damage to the Equipment will impact on the provision of the Astaro Services including the functionality thereof. Customer is therefore advised (subject to the provisions of clause 5.8.2.6.3), to report any hardware errors, fault or damage to MWEB;
 - 5.8.2.6.2 the set up and/or configuration of the Equipment including any software and/or application installed in the Equipment shall remain Customer's responsibility;
 - 5.8.2.6.3 where the Equipment is only used for Astaro Service, MWEB will provide hardware support and maintenance on the Equipment for the duration of the Astaro Services if: (i) the Equipment is purchased directly from MWEB (ii) no other software and/or application other than the Module provided as envisaged in these Astaro Product Terms is installed in the Equipment; (iii) access to Module including the software configuration of the Equipment (hereinafter referred to as "**Software Config**") is only limited to MWEB including its duly authorised agents. Customer's support and maintenance service will automatically terminate should MWEB discover that Customer has used the Equipment for other purposes other than Astaro Services provided by MWEB;
 - 5.8.2.6.4 where the Equipment is not only used for Astaro Services, MWEB will only provide hardware support and maintenance on the Equipment if such Equipment is purchased from MWEB and still under the supplier warranty. For the avoidance of doubt, the supplier's warranty in this respect will only be a maximum period of 6 (six) months from date of delivery (hereinafter referred to as the "Warranty Period").



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5.8.2.6.5 MWEB must (where access to the Module and/or Software Config is not restricted to MWEB only), be notified in time prior to the performance of any hardware support and/or maintenance of the Equipment by Customer including its duly authorised agents or third parties.

5.9 Module

5.9.1 Subject to the terms and conditions of the Agreement, including these Product Terms, MWEB grants Customer a limited, non-perpetual, non-exclusive, non-transferable license per Equipment, to use the Module for the duration of Astaro Services. Customer agrees, that the Module is licensed:

5.9.1.1 in accordance with the inherent software licence agreement applicable to the Module and Customer acquires such rights to the Module as allowed by the supplier and/or licensors;

5.9.1.2 on the condition that MWEB and/or its licensors or supplier's limited warranties on Module if any, applies. MWEB does not warrant workmanship, performance, suitability or compatibility of the Module.

5.9.2 Customer acknowledges the nature of the Module and accordingly agrees that the specification and operation of the Module is known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.

5.9.3 Customer acknowledges that all title and intellectual property rights in the Module is owned by and shall remain vested in MWEB, its licensors or suppliers, as the case may be. Except if otherwise agreed, Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble the Module or any portion thereof in any manner whatsoever and shall only use it for the purpose it is supplied.

5.9.4 The Parties shall prior to the activation date of the Module agree on the specific requirements pertaining to the implementation and configuration of the Astaro Package selected by Customer in the Application Form (which includes without limitation, the determination or selection of Customer security requirements), provided that Customer's requirements shall not fall outside the scope of the Astaro Service.



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5.9.5 Customer shall accept implementation of the Module by allowing MWEB or its agents, reasonable access to the Equipment and by activating the Module and/or Equipment whenever tendered by MWEB. A signed activation note shall constitute *prima facie* proof that the Module has been received and configured in accordance with the Astaro Services requirements, whether such activation note is signed by Customer or his/her/its employee or representative. **WITHOUT LIMITING THE GENERALITY OF THE GENERAL TERMS, MWEB EXPRESSLY DISCLAIMS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING CLAIMS BY THIRD PARTIES, WHICH ARISE OR MAY ARISE OUT OF THE INSTALLATION OF THE MODULE WHICH PREVENTS THE TRANSMISSION OF ANY DATA AND/OR ACCESS TO ANY SOFTWARE, APPLICATION, WEBSITE INCLUDING THE DOWNLOADING OF ANY DATA ETC.**

5.9.6 Customer specifically agrees that it shall not:

5.9.6.1 circumvent any component and/or process of the Module or cause it to be circumvented in any manner whatsoever; and

5.9.6.2 use/access the Module or cause it to be used and/or accessed in any manner other than authorised by MWEB in terms of these Product Terms.

5.10 Upon termination of this Astaro Services for any reason whatsoever, the license referred to in this clause 5.9 shall terminate and Customer shall immediately cease any use of the Module. MWEB may in its own discretion request the return of the training and/or user manuals, provided to Customer. MWEB shall have the right to access Customer's premises to remove the Module from the Equipment.

6. ASTARO SERVICES SUPPORT

6.1 Customer shall allow MWEB remote access to the Equipment for the purposes of conducting error check-ups on the Module including the Software Config, repairing or replacing any defective Module.

6.2 Customer shall further allow MWEB's support staff or its agents with reasonable access to its premises and to the Equipment to perform support services on the Module.

6.3 MWEB shall provide Customer with access to Astaro monitoring tools in order to enable Customer to monitor the Astaro Services. Customer is responsible to set up his/her/its emails for reporting purposes

6.4 MWEB will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the Module installed in terms of clause 5.9, which will include any patches, updates, security updates/patches of whatever nature relating to the Module. Customer herewith authorises MWEB to implement any of the above, as and when it deems fit. **MWEB, WITHOUT LIMITING THE GENERALITY OF THE GENERAL TERMS, EXPRESSLY DISCLAIMS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES WHICH ARISE OR MAY ARISE OUT OF SUCH MAINTENANCE, SUPPORT AND/OR UPGRADES OF THE MODULE.**



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- 6.5 MWEB will only support the Module including the Software Config and should Customer load any other software or application into the Equipment and/or allow any person to load any software and/or application into the Equipment, MWEB's obligation to support the Module shall automatically terminate and any support services required by Customer for the Module will be charged by MWEB at the applicable MWEB engineer's rate and/or supplier's rate, which shall be quoted to Customer in writing and be payable by Customer in accordance with the provisions of the General Terms.
- 6.6 MWEB including its suppliers shall have no liability for any changes in the Equipment which may be necessary for the use of the Module due to a workaround or maintenance release. This will only apply if Customer has supplied the Equipment and/or purchased the Equipment from MWEB.
- 6.7 Customer acknowledges and agrees:
- 6.7.1 if the Equipment is supplied by Customer, MWEB will only provide maintenance and support services on such Equipment if the Equipment was purchased from MWEB and is still under warranty;
- 6.7.2 MWEB will use reasonable commercial efforts to replace any Equipment collected from Customer's premises within:
- 6.7.2.1 2 (two) business days (depending on the model of the Equipment used for Astaro Services), if Customer's premises are situated in Gauteng province;
- 6.7.2.2 5 (five) business days (depending on the model of the Equipment used for Astaro Services), if Customer's premises are situated outside Gauteng province;

7. ASTARO SERVICE SUPPORT EXCLUSIONS

- 7.1 Customer acknowledges and agrees that MWEB shall not provide technical support in the following events:
- 7.1.1 in the event that Customer modifies, alters and/or misuses the Modules, Software Config including any portion thereof without a written permission from MWEB;
- 7.1.2 in the event that the warranty has expired (applicable if the Equipment is not supplied by MWEB on a rental basis);
- 7.1.3 in the event that Customer used the admin access to tamper with the Equipment and/or the Software Config;
- 7.1.4 for any Equipment that has reached End Of Life ("EOL") status and is therefore no longer supported. This provision will only apply where Customer has supplied his/her/its Equipment even if such Equipment was purchased from MWEB;
- 7.1.5 for any problem caused by removal; relocation; accident; transportation; neglect or misuse; alternation; modification or enhancement of the Equipment;
- 7.1.6 for any problem caused by a failure to provide a suitable installation environment;



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7.1.7 for any problem caused by the use of supplies or material not meeting specifications;

7.1.8 use of the Equipment, Module including Software Config in a manner that does not conform to the specific use rules for which the Equipment Module and/or Software Config is designed for;

7.1.9 for any problems including fault or damage caused by Customer's negligence, abuse or misapplication; or

7.1.10 for use of the Module on any systems other than the specified Equipment.

7.2 The above-mentioned exclusion applies irrespective of whether the Equipment is: (i) rented or purchased from MWEB; and/or (ii) is still under warranty.

8. EQUIPMENT RENTAL (IF SELECTED IN THE APPLICATION FORM)

8.1 MWEB hereby leases the Equipment to Customer who accepts such rental. Customer acknowledges and agrees that:

8.1.1 the Equipment will at all times remain the property of MWEB and Customer agrees that he/she/ it will never become owner the Equipment;

8.1.2 the Equipment shall at all times be regarded as a movable property and shall not become part of the property;

8.1.3 MWEB shall have the right to enter Customer's premises in order to remove the Equipment upon termination of the Astaro Services.

8.2 MWEB shall at its own costs and expense deliver the Equipment at Customer's premises. A signed delivery note by Customer (including his/her/its employee, representative or nominee) shall constitute *prima facie* proof that the Equipment was delivered to and received by Customer in good condition.

8.3 Upon delivery of the Equipment as envisaged in clause 8.2 above, Customer shall bear all risk of loss, theft, damage and/or destruction of the Equipment while housed at Customer's premises for an amount equal to the full replacement value thereof. Customer shall make its own arrangements regarding the insurance of the Equipment.

8.4 Customer shall accept installation of the Equipment by allowing MWEB or its agents, reasonable access to its network and by activating the Equipment whenever tendered by MWEB. A signed installation note shall constitute *prima facie* proof that the Equipment has been received, installed and configured in accordance with the Astaro Services requirements, whether such installation note is signed by Customer or his/her/its employee or representative.

8.5 Customer acknowledges that:

8.5.1 MWEB will use reasonable commercial endeavours to ensure that the installation of the Equipment is performed in a professional manner without causing any damage to Customer's network;



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8.5.2 MWEB cannot guarantee that work will be performed without errors, faults and/or causing damages of whatsoever nature to Customer's network;

8.5.3 MWEB WITHOUT LIMITING THE GENERALITY OF THE GENERAL TERMS, EXPRESSLY DISCLAIMS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES WHICH ARISE OR MAY ARISE OUT OF SUCH MAINTENANCE AND/OR UPGRADE.

8.6 Customer shall not allow any third party to take possession of the Equipment unless duly authorised thereto by MWEB. Should any third party take possession of the Equipment without the said authorisation, the replacement value thereof shall immediately be due and payable by Customer.

8.7 If the premises at which the Equipment will be installed is rented:

8.7.1 Customer shall:

8.7.1.1 advise MWEB in writing of the name and address of the landlord as well as any changes thereto;

8.7.1.2 not move the Equipment without MWEB's prior written consent;

8.7.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the Equipment belongs to MWEB and can therefore not be subject to a *lien* or landlord *hypothec*. Customer hereby indemnifies MWEB against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranty contained in this clause.

8.8 Customer acknowledges and agrees that it shall only use the Equipment in conjunction with the Astaro Services. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Equipment; (ii) install any software or application not provided by MWEB; (iii) move the Equipment to any other location without the express written permission of MWEB; and (iv) use the Equipment for any other purpose. Access to the Equipment shall be restricted to MWEB's staff or its duly authorized agents only. Should Customer load any other software or application to the Equipment and/or allow any person to access the Equipment and/or tamper with the Equipment, MWEB's obligation to support the Equipment shall automatically terminate and any Equipment support required by Customer will be charged by MWEB.

8.9 Without limiting the generality of the General Terms and Use Policy, Customer undertakes to use the Equipment solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, sell, re-sell, lease, sub-lease and/or lend the Equipment in any manner whatsoever to any third party without MWEB's prior written consent.

8.10 Customer shall ensure that MWEB may at any time enter the premises where the Equipment is installed to inspect it, provided that MWEB supplies Customer with reasonable prior notification of such.

9. NEW PREMISES AND/OR LOCATION



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Customer acknowledges that in the event that he/she/it decides to move and/or relocate to a different location and/or premises, MWEB shall subject to the provisions of clause 3.2 above, move and/or relocate Customer's Equipment to new premises and/or location.
