



Product Terms

Digital Certificate-Entrust

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 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.3.1 “**Application Form**” means the application form completed and signed by Customer for the initiation of Digital Certificate-Entrust;
 - 1.3.2 “**Digital Certificate**” means an encryption algorithm, which encrypts information transmitted between a sender and a receiver of such data and authenticates a user on the Internet or intranet;
 - 1.3.3 “**Digital Certificate-Entrust**” means the SSL Digital Certificate owned by Entrust and provided by L@Wtrust to MWEB Business and subscribed to by Customer via MWEB Business in accordance with Customer’s choices as set out in the Application Form under such heading or description;
 - 1.3.4 “**Effective Date**” has the meaning ascribed to it in 2;
 - 1.3.5 “**Entrust**” means Entrust Inc;
 - 1.3.6 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading “**General Terms**”; and
 - 1.3.7 “**L@Wtrust’s**” means L@Wtrust Information Security Solutions (Pty) Ltd, Entrust’s South African agent.

2. DURATION

- 2.1 The Digital Certificate-Entrust will commence with effect from the date MWEB Business submits Customer’s application for the Digital Certificate-Entrust to L@Wtrust (the “**Effective Date**”) and endure for the period selected by Customer in the Application Form, after which period the Digital Certificate-Entrust will automatically terminate. Customer may renew the Digital Certificate-Entrust at the end of the period selected by Customer in the Application Form by entering into a new agreement with MWEB Business prior to the expiration of the Digital Certificate-Entrust.
- 2.2 Notwithstanding the above, Customer acknowledges that MWEB Business shall be entitled to terminate Digital Certificate-Entrust at any time during the term of the Digital Certificate-Entrust including any renewal thereof in the event MWEB Business’ agreement with L@Wtrust’s terminate.



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- 2.3 In the event of a termination, (and such termination does not fall within the provisions of clause 2.2 above), Customer's use of Digital Certificate-Entrust shall be deemed terminated. However, in the event that Customer uses the Digital Certificate-Entrust following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full costs chargeable for the Digital Certificate-Entrust to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate Digital Certificate-Entrust without notice to Customer.
- 2.4 To the extent that Digital Certificate-Entrust provided to Customer is suspended by MWEB Business in terms 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 Digital Certificate-Entrust, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES

- 3.1 MWEB Business is authorized and entitled to receive the Service Fees for Digital Certificate-Entrust on L@Wtrust's behalf.
- 3.2 Customer shall pay MWEB Business the once off Service Fees specified in the Application Form in accordance with the provisions set out in the General Terms. Such Service Fees shall be due and payable on the 1st day of the month following the Effective Date.

4. TERMS AND CONDITIONS SPECIFIC TO ENTRUST DIGITAL CERTIFICATE-ENTRUST

- 4.1 Customer acknowledges that MWEB Business offers 4 (four) types of Digital Certificates-Entrust which are listed below:
- 4.1.1 Entrust Standard Digital SSL Certificate;
 - 4.1.2 Entrust Advantage Digital SSL Certificate;
 - 4.1.3 Entrust Wildcard Digital SSL Certificate; and
 - 4.1.4 Entrust Unified Communications Certificate.
- 4.2 Customer acknowledges and agrees that:
- 4.2.1 MWEB Business will provide Customer with the type of the Digital Certificate-Entrust selected by Customer in the Application Form;
 - 4.2.2 a domain name is required in order for Customer to utilize the Digital Certificate-Entrust;
 - 4.2.3 the Digital Certificate-Entrust will only be installed on the machine, webserver or website accessible at the domain name listed on the Digital Certificate-Entrust and/or Application Form;
 - 4.2.4 the Digital Certificate-Entrust are 128bit encryption;



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- 4.2.5 the Digital Certificate-Entrust is issued by Entrust;
 - 4.2.6 the Digital Certificate-Entrust is only valid for the duration of the period selected by Customer in the Application Form;
 - 4.2.7 the Digital Certificate-Entrust must only be used in compliance with all applicable laws and solely for Customer's authorized business.
- 4.3 By submitting the Application Form to MWEB Business for the Digital Certificate-Entrust:
- 4.3.1 Customer authorizes MWEB Business to purchase the Digital Certificate-Entrust on Customer's behalf;
 - 4.3.2 Customer authorizes MWEB Business to disclose Customer's information, confidential or otherwise to L@Wtrust and/or Entrust in order to have the Digital Certificate-Entrust issued for Customer;
 - 4.3.3 Customer warrants and represents that the information provided to MWEB Business is correct, accurate and up-to-date and MWEB Business including L@Wtrust can use and rely on the correctness of such information for the purposes of applying for and issuing the Digital Certificate-Entrust;
 - 4.3.4 Customer warrants and represents further that he/she/it has the exclusive right to use the domain name listed in the Digital Certificate-Entrust and/or Application Form;
 - 4.3.5 Customer is authorising MWEB Business to generate encryption keys for Customer's machine, webserver or website on Customer's behalf.
- 4.4 Upon issuing of the Digital Certificate-Entrust, MWEB Business shall where:
- 4.4.1 required, install and/or load the Digital Certificate-Entrust on to Customer's machine, webserver and/or website in accordance with Customer's specification. For these purposes, Customer agrees to supply MWEB Business with all the relevant information and co-operation required to enable MWEB Business to install and/or load the Digital Certificate-Entrust on Customer's machine, webserver or website. Although MWEB Business will use its reasonable commercial endeavours to ensure that Customer's machine, webserver or website including Customer's networks, software and/or application hosted in such machine, webserver and/or website are not damaged in any manner whatsoever whilst MWEB Business is installing and/or loading the Digital Certificate-Entrust onto such machine, webserver and/or websites as envisaged in this clause 4.4.1, Customer acknowledges that MWEB Business shall not without limiting the provisions of the General Terms be held liable for any loss or damage which include without limitation:
 - 4.4.1.1 any errors, corruption to software and/or application;
 - 4.4.1.2 corruption and/or loss of data; and/or
 - 4.4.1.3 the crashing of the machine, webserver or website;



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that Customer may suffer as a result of the installation and/or loading of the Digital Certificate-Entrust on to such machine, webserver or website. Such installation and/or loading is done by MWEB Business at Customer's sole decision and risk.

4.4.2 Customer prefers to install and/or load the Digital Certificate-Entrust onto its machine, webserver and/or website, send an email with the installation details which Customer shall use to download and install the Digital Certificate-Entrust. Customer acknowledges that:

4.4.2.1 he/she/it will be required to install and/or load the Digital Certificate-Entrust within 7 (seven) Business Days from date of delivery failing which MWEB Business shall deem the Digital Certificate-Entrust to be working, operating and/or functioning successfully;

4.4.2.2 MWEB Business shall not be held responsible for any failure and/or incomplete installation of the Digital Certificate-Entrust including any errors. Installation of such Digital Certificate-Entrust is done at Customer sole risk and responsibility;

4.4.2.3 MWEB Business shall not be held liable for any damage that may be suffered by Customer whilst Customer is installing the Digital Certificate-Entrust as envisaged in clause 4.4.2 above which includes without limitation:

4.4.2.3.1 any errors, corruption to software and/or application;

4.4.2.3.2 corruption and/or loss of data; and/or

4.4.2.3.3 the crashing of the machine, webserver and/or website.

4.5 Customer acknowledges and agrees further that MWEB Business shall not be held responsible for any any issues relating to the machine, webserver and/or website which includes without limitation space, network and/or speed whether or not such Digital Certificate-Entrust was installed and/or loaded by MWEB Business or Customer on such machine, webserver or website as envisaged in clause 4.4 above

4.6 By accessing and using the Digital Certificate-Entrust, Customer expressly agrees that he/she/it will ensure that all its users, employees, consultants, agents and/or affiliates who receive and/or uses the Digital Certificate-Entrust in terms of these Product Terms will:

4.6.1 comply with MWEB Business Terms when accessing and using the Digital Certificate-Entrust;

4.6.2 refrain from modifying the contents of the Digital Certificate-Entrust;

4.6.3 use the Digital Certificate-Entrust exclusively for legal and authorized purposes in accordance with MWEB Business Terms;

4.6.4 only use the Digital Certificate-Entrust on behalf of the organization listed in the Digital Certificate-Entrust and/or Application Form;



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- 4.6.5 keep confidential and properly protect the private key(s) where Customer has self-installed the Digital Certificate-Entrust into his/her/its machines, web servers and/or websites;
 - 4.6.6 notify MWEB Business immediately of any suspected or actual compromise of the private key(s) and request revocation of such Digital Certificates-Entrust;
 - 4.6.7 immediately cease to use the Digital Certificate-Entrust upon: (i) expiration or revocation of such Digital Certificate-Entrust; or (ii) any suspected or actual compromise of the private key(s) corresponding to the public key(s) in such Digital Certificate-Entrust;
 - 4.6.8 only install the Digital Certificate-Entrust on 1 (one) machine, web server or website and only use such Digital Certificate-Entrust in connection with such machine, web server or website unless otherwise expressly authorized by MWEB Business;
 - 4.6.9 refrain from using the private key(s) corresponding to the public key(s) in the Digital Certificate-Entrust to sign other Digital Certificate-Entrust.
- 4.7 Customer acknowledges and agrees that:
- 4.7.1 the Digital Certificate-Entrust is provided by MWEB Business in accordance with L@Wtrust's terms and conditions applicable to the use of such Digital Certificate-Entrust;
 - 4.7.2 he/she/it will acquire such right to the use of the Digital Certificate-Entrust as allowed by L@Wtrust including its licensors;
 - 4.7.3 installation of the Digital Certificate-Entrust by MWEB Business or Customer represents Customer's agreement to be bound by the terms and conditions applicable to the use of the Digital Certificate-Entrust by Customer;
 - 4.7.4 a successful installation of the Digital Certificate-Entrust by MWEB Business or Customer does not in any manner whatsoever guarantee that:
 - 4.7.4.1 the Digital Certificate-Entrust will operate without failure and/or error;
 - 4.7.4.2 the Customer's website is secured and/or reliable;
 - 4.7.4.3 the encryption code will always be operational and/or will be successful and/or error free;
 - 4.7.4.4 any transaction made via Customer's website will be secured;
 - 4.7.4.5 any transaction including third party information transmitted via Customer's website will be secured from theft and/or contamination;
 - 4.7.5 although MWEB Business' provides the Digital Certificate-Entrust to Customer, Digital Certificate-Entrust is not a product or Service rendered by MWEB Business, it is a product/ Service of L@Wtrust. MWEB Business therefore does not warrant, represent or in any manner whatsoever guarantee, either expressly or by implication that the Digital Certificate-Entrust is accurate, complete, correct, error-free,



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secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any manner whatsoever, either expressly or by implication the merchantability or fitness of Digital Certificate-Entrust for a particular purpose. Customer therefore agrees that Digital Certificate-Entrust is provisioned for Customer "as is" and "as available" and is used at the Customers' own discretion and risk;

4.7.6 all third parties accessing and using Customer's website for transaction purposes, access and use such website at their own discretion and risk and MWEB Business shall not in any manner whatsoever be held responsible by any third party who has suffered any damage, direct or indirect including consequential damages, loss of money, profit or income as a result of accessing and using Customer's website for transaction purposes.

4.7.7 access and use of the Digital Certificate-Entrust by Customer confirms Customer's agreement that the Digital Certificate-Entrust is sold on the condition that:

4.7.7.1 L@Wtrust's limited warranties, if any applies;

4.7.7.2 MWEB Business including L@Wtrust makes no warranty, guarantee or undertaking of any nature whatsoever, express or implied and makes no further representations, whether express or implied with regard to the Digital Certificate-Entrust and/or software including workmanship, performance, criteria, calibration, serviceability, suitability, compatibility, conditions, state or quality or to their fitness or suitability for any purposes of the Digital Certificate-Entrust and/or software. Accordingly neither MWEB Business nor L@Wtrust shall be bound by any warranty, guarantee, representation or undertaking or by any term, whether express or implied or tacit or created by operation law to the contrary. Customer must familiarize himself/herself/itself with the scope and cover of such limited warranty;

4.7.7.3 Customer's use of the Digital Certificate-Entrust including reliance on its performance is at his/her/it own risk and Customer indemnifies MWEB Business from any losses, damages, costs, claims or penalties of whatever nature caused by and/or resulting from Customer's use of the Digital Certificate-Entrust and/or software;

4.7.7.4 Customer further acknowledges and agrees that the Digital Certificate-Entrust is derived from third party software and that no such third party including L@Wtrust warrant the software or assumes any liability for any damage suffered or incurred by the Customer including without limitation indirect or consequential damages arising from or in connection with the delivery, use or performance of the Digital Certificate-Entrust and/or software.

4.8 Customer acknowledges and agrees further to the following:

4.8.1 **Use Restrictions.** Customer is prohibited from using the Digital Certificate-Entrust:

4.8.1.1 for or on behalf of any other organization;



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4.8.1.2 to perform private or public key operations in connection with any domain name, sub-domain (where applicable) and/or organization name other than those submitted by Customer during enrollment; and

4.8.1.3 on more than one machine, webserver or website at a time.

4.8.2 Revocation.

4.8.2.1 If Customer's organizational name and/or domain name registration change, Customer must immediately notify MWEB Business who will in turn notify L@Wtrust. L@Wtrust shall then revoke Customer's Digital Certificate-Entrust;

4.8.2.2 Without limiting MWEB Business' rights in terms of the General Terms, MWEB Business retains the right to revoke Customer's machine, webserver or website ID on behalf of L@Wtrust if: (i), within (45) forty five days of date of MWEB Business' invoice to Customer such invoice is not paid; and (ii) any information included in the Digital Certificate-Entrust changes or if any change will make the information in the Digital Certificate-Entrust be misleading and/or inaccurate; (iii) there is any actual or suspected misuse or compromise of the private key(s) associated with the public key(s) in the Digital Certificate-Entrust Services.

4.8.2.3 MWEB Business also retains the right to revoke Customer's machine, webserver or website ID on behalf of L@wTrust, if Customer fails to perform any of Customer's material obligations under the terms and conditions for the use of the authentic site seal where the authentic site seal has been installed by Customer.

4.8.2.4 All use of the Digital Certificate-Entrust will cease upon expiration or revocation of such Digital Certificate-Entrust and Customer will be obligated to: (i) remove the Digital Certificate-Entrust from machine, webserver, website including any other device in which it has been installed; (ii) and/or to cease from accessing and/or using the Digital Certificate-Entrust. Customer acknowledges and agrees that upon expiry of the Digital Certificate-Entrust all security applied during the transmission of data and/or performance of any transaction shall be automatically lost and MWEB Business including L@Wtrust shall not be held responsible for any damage, loss, theft or corruption of data which is been transmitted from and/or to Customer's machine, webserver or website including fraudulent transaction performed, the risk of these occurrences shall remain with Customer.

4.8.3 Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of Customer's machine, webserver or website ID, Customer shall permanently remove Customer's machine, webserver or website ID from the machine and/or webserver on which it is installed and shall not use it for any purpose thereafter.



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4.9 Without limiting the provisions of the General Terms, the parties record and agree in the event that any limitation or similar provision contained clauses 4.4; 4.5; 4.7.6; and 4.8.2.4 above are held to be invalid for any reason whatsoever or liability and/or damages are not excluded in terms of the provisions of clauses 4.4; 4.5; 4.7.6; or 4.8.2.4 above, the Parties agree that such total liability including the damages of MWEB Business and L@Wtrstut towards the Customer, if any, shall not exceed an amount equal to the amount of the Service Fees paid by Customer to MWEB Business terms of these Product Terms and/or Agreement.

5. LICENSING AND INTELLECTUAL PROPERTY RIGHTS

5.1 Where applicable, MWEB Business grants to Customer a non-transferable, personal, exclusive sub-license to use the Digital Certificate-Entrust internal business purposes and shall use such Digital Certificate-Entrust in compliance with the terms and conditions of these Product Terms and Agreement. Customer shall not copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Digital Certificate-Entrust or convert the whole or any part of the Digital Certificate-Entrust from object code into source code.

5.2 All rights, title and interest in and to all intellectual property relating to the Digital Certificate-Entrust owned by L@Wtrust and/or its licensors shall at all times remain the sole property of L@Wtrust and/or its licensors.

5.3 Customer warrants that the use of the Digital Certificate-Entrust shall not infringe any intellectual property rights of any third party.
