



Product Terms

Domain

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 Domain Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
 - 1.3.2 the Product Terms set out herein;
(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of Domain indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
 - 1.5.1 “**Application Form**” means the application form completed and signed by Customer for the initiation of Domain, as same may be amended from time to time in terms of the Agreement;
 - 1.5.2 “**Domain**” means the Services MWEB Business renders to Customer in accordance with Customer’s selections, as indicated by Customer in the Application Form under such heading or description;
 - 1.5.3 “**Domain Name**” means Domain name that is the subject of Domain;
 - 1.5.4 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/Legal/GeneralTerms.aspx> under the heading “General Terms”; and
 - 1.5.5 “**Registrar**” means the entities referred to in clause 5.5 or any replacement thereof and/ or any other entity who attends to the administration of domain names; and

2. DURATION



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- 2.1 Domain shall commence with effect from the date of activation of the Domain by MWEB Business and endure for an initial period of 1 (one) year (hereinafter referred to as the **"Initial Period"**). Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Either Party may terminate Domain at the end of the Initial Period in accordance with the General Terms. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, Domain shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Domain in accordance with the General Terms.
- 2.4 In the event of a termination, Customer's use of Domain shall be deemed terminated. However, in the event that Customer logs on to Domain following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate Domain without notice to Customer.
- 2.5 To the extent that Domain provided to Customer is suspended by MWEB Business in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of Domain, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES

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

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Domain on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Domain.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that Domain is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that Domain is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that Domain is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.



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4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Domain and further that these circumstances and/or events are beyond MWEB Business control: (i) use of Domain by other customers; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures, which includes telecommunication links and line failures; (iv) operating systems; (v) access technology failures; (vi) quality of service of telecommunication links or lines; (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 Domain; (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Domain.

5. TERMS AND CONDITIONS SPECIFIC TO DOMAIN

5.1 MWEB Business 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 reasonable possible after the commencement of Domain.

5.2 Customer authorises MWEB Business 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 Domain. For the avoidance of doubt the Parties agree that Domain Name shall not become the property of MWEB Business.

5.3 Customer agrees:

5.3.1 to pay MWEB Business in addition to any Service Fees all reasonable expenses and/or charges relating to the registration, transfer or renewal of Domain Name.

5.3.2 Customer agrees that MWEB Business shall, as part of Domain host Domain Name and should no Service Fees be determined in terms of clause 3 then MWEB Business 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, as contemplated in clause 3.

5.3.3 that "domain parking" shall not be allowed.

5.4 Should Domain be terminated for any reason whatsoever MWEB Business shall, without incurring any liability of whatever nature and without limiting the generality of the General Terms, be entitled to notify the Registrar of such termination and to instruct such Registrar to remove MWEB Business and/or any of its systems as the host of such Domain Name even if no replacement is available.



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- 5.5 Customer acknowledges that: (i) all domain names in the .co.za name space or sub-domain ending in .za, are administered by Uniforum SA, and are subject to the terms and conditions of Uniforum SA, as amended from time to time; (ii) MWEB Business utilizes the services of TUCOWS OpenSRS, to register all international Domain Names subject to the terms and condition of TUCOWS OpenSRS, as amended from time to time; (iii) registration, maintenance, transfer of a Domain Name is subject to the terms and conditions of the Registrars which allocate and govern such Domain Name, and that MWEB Business 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 Business may change its registration provider from time to time on written notice to Customer. The above-mentioned terms and conditions are binding upon you by reason of your acceptance of these Product Terms.
- 5.6 In the event that any of the Registrars amends, suspends or terminates its provision of a Domain or any other aspect of its services upon which MWEB Business depends for the provision of Domain to Customer, MWEB Business will use reasonable endeavours to ensure the continuance of Domain. In the event that MWEB Business is unable to ensure such continuance under any circumstances MWEB Business shall be entitled to terminate Domain with immediate effect in which event, Customer agrees that MWEB Business will not be liable to Customer or any other third party for any loss or damages (as contemplated in the General Terms) incurred by Customer or by any third party arising from, or in any way relating to, the termination of Domain.
- 5.7 Customer hereby warrants in favour of MWEB Business that: (i) it is the lawfully entitled owner of Domain Name(s) or it has the consent of the owner to use such Domain Name(s); and (ii) in using Domain Name(s) it has not violated any intellectual property rights of whatever nature of any person who may lawfully claim title of whatever nature to such Domain Name.
- 5.8 Customer acknowledges and agrees that MWEB Business has no interest in Domain Name and agrees that nothing that MWEB Business does in the performance of its obligations in terms of Domain shall be construed as an assumption of responsibility or liability by MWEB Business for attending to Domain whether or not MWEB Business had knowledge of Domain Name or not.
- 5.9 Without limiting the generality of the General Terms and Use Policies Customer hereby indemnifies MWEB Business and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or damage suffered or arising directly or indirectly from the use, display and/or publication of such Domain Name.