



Product Terms

Hosted Exchange

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 Hosted Exchange Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business Legal Webpage; and
 - 1.3.2 these terms that apply specifically to the Hosted Exchange, (collectively “the **MWEB Business Terms**”).
- 1.4 Customer’s use of Hosted Exchange 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 “**Admin Interface**” means a secure on-line interface which will allow a customer to maintain mailboxes and functionality available at <http://www.mwebbusiness.co.za>, as this interface may be updated, upgraded and/or amended from time to time by MWEB Business;
 - 1.5.2 “**Application Form**” means the application form completed and signed by Customer for the initiation of Hosted Exchange, as same may be amended from time to time in terms of the Agreement;
 - 1.5.3 “**Blackberry Device**” means the mobile handset supplied by to Customer by the service provider;
 - 1.5.4 “**Classic Hosted Exchange**” means the classic hosted exchange package subscribed to by Customer which provides Customer with the minimum Outlook Web Access functionality;
 - 1.5.5 “**Customer Devices**” means any equipment and/or hardware used by Customer to access the Hosted Exchange Services which includes without limitation desktop, laptop or mobile devices. For the avoidance of doubt, the Parties record and agree that any reference to Customer Devices as set out in clause 6 below shall for the purposes of clause 6, not include mobile devices;
 - 1.5.6 “**Domain Name**” has the meaning ascribed to it in the Product Terms applicable to Mailbox, which can be found under the name “Domain Name” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. Such Services are provided in accordance with the Customer’s choices, as set out in the Application Form and subject to such Product Terms applicable to Domain Name, but with the exclusion of the duration clause;



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- 1.5.7 **“Domain Name Product Terms”** means the terms and conditions applicable to the provision of the Mailbox to Customer, which can be found under the name “Domain Name” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. **The Product Terms for Domain Name will be deemed to form part of the Agreement for this purpose;**
- 1.5.8 **“Entourage”** (depending on the Hosted Exchange Package selected by Customer in the Application Form), means an e-mail client and a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which: (i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing; and (ii) shall be hosted by MWEB Business in its Exchanged Environment;
- 1.5.9 **“Entourage Software”** means the Microsoft Software licensed to MWEB Business and sub-licensed to Customer by MWEB Business in accordance with the provisions of clause 8 below which licence will be supplied by MWEB Business to Customer and installed by Customer on his/her/its Customer Devices in order to enable access to Premium Plus Hosted Exchange;
- 1.5.10 **“Exchange Environment”** means the environment within which multiple mail servers forming part of the MWEB Business’ exchange environment are hosted;
- 1.5.11 **“General Terms”** means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading “General Terms”;
- 1.5.12 **“Hosted BES”** means the Hosted Blackberry Enterprise Server Services set out in clause 9 below which shall enable Customer to synchronize his/her/its Hosted Exchange via the Blackberry Device;
- 1.5.13 **“Hosted Exchange”** means the Services rendered by MWEB Business to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description, which Service comprises of (i) the Hosted Exchange Packages selected by Customer in the Application Form; (ii) Mailbox; and (iii) the Shared Space to enable Customer to share his/her/its Mailbox;
- 1.5.14 **“Hosted Exchange Packages”** means the Classic Hosted Exchange, Premium Hosted Exchange and Premium Plus Hosted Exchange;
- 1.5.15 **“Mailbox/es”** has the meaning ascribed to it in the Product Terms applicable to Mailbox, which can be found under the name “Mailbox” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. Such Services are provided in accordance with the Customer’s choices, as set out in the Application Form and subject to such Mailbox Product Terms, but with the exclusion of the duration clause;



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- 1.5.16 **“Mailbox Product Terms”** means the terms and conditions applicable to the provision of the Mailbox to Customer, which can be found under the name “Mailbox” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. The Mailbox Product Terms will be deemed to form part of the Agreement for this purpose;
- 1.5.17 **“Microsoft”** means Microsoft Ireland Incorporated;
- 1.5.18 **“Mobility”** means the ability by Customer to access the Hosted Exchange anywhere at any time through use of a compatible Customer Device limited for these purposes to mobile devices;
- 1.5.19 **“Organization”** means the holding company with its subsidiaries and shall for these purposes not include Customer’s affiliates and/or associates;
- 1.5.20 **“Outlook”** (depending on the Hosted Exchange Package selected by Customer in the Application Form), means a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which: (i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing; and (ii) shall be hosted by MWEB Business in its Exchanged Environment;
- 1.5.21 **“Outlook Software”** means the Microsoft Software licensed to MWEB Business and sub-licensed to Customer by MWEB Business in accordance with the provisions of clause 8 below which licence will be supplied by MWEB Business to Customer and installed by Customer on his/her/its Customer Devices in order to enable access to Premium Plus Hosted Exchange;
- 1.5.22 **“Outlook Web Access”** (depending on the Hosted Exchange Package selected by Customer in the Application Form), means a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which: (i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing; (ii) shall be hosted by MWEB Business in its Exchanged Environment; and (iii) will be accessed by Customer via web access, when not using Outlook Software and/or Entourage Software but any other browser;
- 1.5.23 **“Premium Hosted Exchange”** means the premium hosted exchange package selected by Customer in the Application Form which provides Customer with full Outlook Web Access functionality;
- 1.5.24 **“Premium Plus Hosted Exchange”** means the premium plus hosted exchange package selected by Customer in the Application Form which provides Customer with full Outlook and/or Entourage functionality and the Outlook Software and/or Entourage Software;
- 1.5.25 **“Shared Space”** means the shared outlook and/or entourage space allocated to Customer within the Exchange Environment by MWEB Business for the hosting of Customer’s Mailbox, which space may be increased by Customer from time to time in writing via MWEB Business’s sales division and/or online via the Admin Interface.



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2. DURATION

- 2.1 Hosted Exchange shall commence with effect from the date of activation of the Hosted Exchange Services and endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the ("**Initial Period**"). Either Party may terminate Hosted Exchange at the end of the Initial Period by giving the other Party 30 (thirty) days 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. 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 If neither Party has given notice as contemplated in clause 2.1 above, Hosted Exchange shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Hosted Exchange on 30 (thirty) days written notice to the other to that effect.
- 2.3 Notwithstanding the provisions of clauses 2.1 and 2.2 above, MWEB Business shall be entitled to terminate the Hosted Exchange at any time (without incurring any liability of whatsoever nature), on written notice to Customer, should MWEB Business' agreement with Microsoft be terminated.
- 2.4 In the event of a termination, Customer's use of Hosted Exchange shall be deemed terminated. However, in the event that Customer logs on to Hosted Exchange 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 Hosted Exchange without notice to Customer.
- 2.5 To the extent that Hosted Exchange Services provided to Customer are 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 Hosted Exchange Services, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICES FEES

- 3.1 Customer shall pay MWEB Business the Services Fees specified in Application Form in accordance with the provisions set out in the General Terms.
- 3.2 Customer acknowledges: (i) that the Services Fees are affected by the Rand and Dollar exchange and as such, MWEB Business will be entitled to adjust the Services Fees at any time should there be a change in the Rand and Dollar exchange; and (ii) agrees to allow MWEB Business to debit his/her/its account with the applicable Services Fees for that month and/or to invoice him/her/it with the applicable Service Fees.



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3.3 In the event that Customer wishes to: (i) purchase further Shared Space; (ii) increase Mailboxes; (iii) add another Hosted Exchange Package; and/or (iv) upgrade to another Hosted Exchange Package as envisaged in clauses 5.7.5 below, Customer shall perform such actions via MWEB Business sales division and/or via the Admin Interface and pay MWEB Business the Service Fees specified in the Admin Interface and/or the Application Form in respect of such actions, in accordance with the provisions of the General Terms. Customer acknowledges that the: (i) purchase of further Shared Space; (ii) increase of Mailboxes; (iii) additions of another Hosted Exchange Package; and/or (iv) upgrade to another Hosted Exchange Package shall be subject to MWEB Business' credit vetting policies and MWEB Business' approval which shall be communicated to Customer by activating the further services applied for by Customer.

3.4 Customer acknowledges that:

3.4.1 MWEB Business is currently not charging Customer for the access and use of the Hosted BES;

3.4.2 , MWEB Business shall be entitled to charge Customer for the access and use of the Hosted BES. from the 1st of February 2010, on a per user licence basis;

3.4.3 the licence fee is dependent on the prevailing Rand/Dollar price of the licence;

3.4.4 the licence fee chargeable by MWEB Business for Hosted BES shall be included in Services Fees and the provision of the Agreement relating to the payment of Service Fees shall be applicable to this licence fee.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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

4.2 Although MWEB Business uses reasonable care and diligence to ensure that Hosted Exchange 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 the Hosted Exchange 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 Hosted Exchange 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 the Hosted Exchange and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of the Hosted Exchange by other customers; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures; (iv) telecommunication links failures; (v) mobile service operator failures; (vi) operating systems; (vii) access technology failures; (viii) 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 Hosted Exchange; and (ix) any other action, omission and/or failure not within MWEB Business' control which has an impact on the Hosted Exchange.

5. TERMS AND CONDITIONS SPECIFIC TO HOSTED EXCHANGE

5.1 MWEB Business will with effect from the activation of the Hosted Exchange Services:

5.1.1 provide Customer with the Shared Outlook Space in the Hosted Environment in accordance with Customer's choices as set out in the Application and/or Admin Interface;

5.1.2 host Customer's Mailbox in the Exchange Environment;

5.1.3 provide Customer with the Customer Identifiers in order to enable Customer to provision his/her/its own Mailboxes including the allocation of the Mailbox size via Hosted Exchange Services;

5.1.4 provide Customer with the ability to set up his/her/its Mailbox/es for Customer in order to enable the sending and receiving of e-mails. Customer acknowledges and agrees that Mailbox shall be provided to Customer by MWEB Business in accordance with the Mailbox Product Terms which: (i) are incorporated herein by reference; and (ii) shall be deemed to form part of the Hosted Exchange Services;

5.1.5 provide Customer with the Domain Name. Customer acknowledges that:

5.1.5.1 the Domain Name Services shall be provided to Customer by MWEB Business in accordance with the Domain Name Product Terms which: (i) are incorporated herein by reference; and (ii) shall be deemed to for part of the Hosted Exchange Services;

5.1.5.2 Domain Name hosted by MWEB Business is a prerequisite for the access and/or use of the Hosted Exchange and any termination to the Domain Name Service shall automatically terminate the Hosted Exchange Services.

5.2 Customer acknowledges and agrees that MWEB Business will for the purposes of providing Hosted Exchange to Customer, only support Outlook 2003 and Outlook 2007 and not any other editions.

5.3 Customer is allowed by these Product Terms to:

5.3.1 incorporate all the Hosted Exchange Packages and Mailboxes under one Domain Name; and



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- 5.3.2 have multiple Domain Name for its Organizations which shall be used for Hosted Exchange Services and Mailbox Services.
- 5.4 MWEB Business will on a monthly basis provide Customer with a report which will specify without limitation the following:
- 5.4.1 the Hosted Exchange Packages Customer has subscribed for;
- 5.4.2 the number of Mailbox/es and the sizes thereof under Customer's Domain Name including multiple Domain Names belonging to Customer; and
- 5.4.3 each Organization selected by Customer to access and use the Hosted Exchange Services including the Domain Name and Mailbox under such Organization.
- 5.5 Customer acknowledges and agrees that:
- 5.5.1 Internet connectivity is required in order to enable Customer to access and use the Hosted Exchange, Outlook and/or Entourage;
- 5.5.2 he/she/it is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such Internet connectivity is not provided by MWEB Business, and to address all down time including without limitation the unavailability of Internet connectivity with his/her/its Internet services provider;
- 5.5.3 the Shared Space will be hosted in the Exchange Environment situated at MWEB Business' data centre situated at Technology House, Greenacres Office Park, Cnr Rustenburg & Victory Roads, Victory Park, 2195 and/or any other place that will be notified to Customer in writing.
- 5.6 MWEB Business undertakes to use its reasonable commercial endeavours to ensure:
- 5.6.1 availability of the Exchange Environment however, Customer acknowledges that should any of the mail servers in the Exchange Environment be unavailable for any reason whatsoever Customer will not be able to have access to the Hosted Exchange including the Mailbox;
- 5.6.2 that Exchange Environment remains secure to prevent unauthorised access.
- 5.7 Customer further acknowledges that:
- 5.7.1 MWEB Business is not responsible for Customer's network infrastructure including the Internet and Customer Devices used by Customer to access the Hosted Exchange Services;
- 5.7.2 he/she/it shall for the duration of these Product Terms remain responsible for ensuring that the network infrastructure and the Customer Devices used to access the Hosted Exchange Services are free and/or protected from any immobilizing mechanisms, destructive codes and/or viruses and MWEB Business shall therefore under no circumstances be held responsible for any loss or damage should Customer's Mailbox including the data contained therein be corrupted, erased and/or lost;



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5.7.3 he/she/it shall be responsible for setting up the Customer Devices used to access and use the Hosted Exchange Services and to ensure that the applications contained in such Customer Devices are: (i) compatible with the Hosted Exchange; and (ii) up-to-date and current;

5.7.4 he/she/it shall be responsible for the management of its Mailbox within the Exchange Environment;

5.7.5 he/she/it will be allowed to: (i) increase the Shared Space; (ii) add Mailboxes; (iii) add other Hosted Exchange Packages to his/her/its Domain Name; and/or (iv) upgrade to another Hosted Exchange Package via MWEB Business' sales division and/or via the Admin Interface.

5.7.6 he/she/it shall only be allowed to: (i) downgrade to any of the Hosted Exchange Packages; (ii) cancel any of the Hosted Exchange Packages; (iii) cancel any of the Domain Names; (iv) reduce the Shared Space; and/or (v) cancel any Mailbox via MWEB Business' customer services department and such downgrade and/or cancellation shall be subject to the penalty and/or cancellation fees set out in the General Terms;

5.7.7 he/she/it shall only be allowed to reduce his/her/its total number of Mailboxes by 20% (twenty percent) (from the original amount of mailboxes specified in the Application form) via MWEB Business' customer services department. If Customer reduces his/her/its total number of Mailboxes by more than 20% (twenty percent), such reduction shall be subject to the penalty and/or cancellation fees set out in the General Terms.

5.8 Customer undertakes to:

5.8.1 use Hosted Exchange solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence, sub-licence Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence Hosted Exchange without MWEB Business' written approval; and

5.8.2 ensure that its Organizations use the Hosted Exchange solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence, sub-licence Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence Hosted Exchange without MWEB Business' written approval.

5.8.3 Customer specifically agrees that it shall not:

5.8.3.1 circumvent any component and/or process of the Hosted Exchange or cause it to be done in any manner whatsoever;



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5.8.3.2 use and/or access Hosted Exchange or cause it to be used and/or accessed in any manner whatsoever by any third party not authorised by MWEB Business in terms of these Product Terms;

5.8.3.3 permit any third party to benefit from the use and/or functionality of the Hosted Exchange via timesharing, service bureau or any other arrangement.

5.8.4 Without limiting the generality of the General Terms, MWEB Business does not warrant that Customer will always have access to the Hosted Exchange Environment either remotely or otherwise, but will use its reasonable endeavours to ensure that the Hosted Exchange Environment is available for access by Customer.

6. TERMS AND CONDITIONS SPECIFIC TO CLASSIC HOSTED EXCHANGE (IF SELECTED)

6.1 Customer will as part of the Hosted Exchange Services be provided with:

6.1.1 the hosting of the Domain Name specified by Customer in the Application Form;

6.1.2 a Mailbox and Shared Outlook Space selected by Customer in the Application Form; and

6.1.3 access to the Exchange Environment via Outlook Web Access.

6.2 Customer acknowledges and agrees that he/she/it will:

6.2.1 have minimal features of the Outlook Web Access;

6.2.2 be responsible for his/her/its software licences required for the access of the Hosted Exchange and MWEB Business will not be responsible for the sourcing, management and/or maintenance of such software licenses; and

6.2.3 apart from the Internet access as contemplated in clause 5.1 above, be responsible for the maintenance of any Customer Devices used to access the Outlook Web Access; (ii) ensuring that any Customer Devices used to access the Outlook Web Access is secure, up-to-date, current, error-free and free from any viruses; (iii) setting up Mailboxes on the Exchange Platform; (iv) configuration the Customer Devices to ensure that such Customer Devices are synchronized to Customer's Outlook Web Access and the Exchange Server.

7. TERMS AND CONDITIONS SPECIFIC TO PREMIUM HOSTED EXCHANGE (IF SELECTED)

7.1 Customer will as part of the Hosted Exchange Services be provided with:

7.1.1 the hosting of the Domain Name specified by Customer in the Application Form;

7.1.2 a Mailbox and Shared Outlook Space selected by Customer in the Application Form; and

7.1.3 access to the Exchange Environment via Outlook Web Access.

7.2 Customer acknowledges and agrees that he/she/it will:



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- 7.2.1 have full features of the Outlook Web Access;
- 7.2.2 be responsible for his/her/its software licences required for the access of the Hosted Exchange and MWEB Business will not be responsible for the sourcing, management and/or maintenance of such software licences; and
- 7.2.3 apart from the Internet access as contemplated in clause 5.1 above, be responsible for the maintenance of any Customer Devices used to access the Outlook Web Access; (ii) ensuring that any Customer Devices used to access the Outlook Web Access is secure, up-to-date, current, error-free and free from any viruses; (iii) setting up Mailboxes on the Exchange Platform; (iv) configuration the Customer Devices to ensure that such Customer Devices are synchronized to Customer's Outlook Web Access and the Exchange Server.

8. TERMS AND CONDITIONS SPECIFIC TO PREMIUM PLUS HOSTED EXCHANGE (IF SELECTED)

- 8.1 Customer will as part of the Hosted Exchange Services be provided with:
 - 8.1.1 the hosting of the Domain Name specified by Customer in the Application Form;
 - 8.1.2 a Mailbox and Shared Space selected by Customer in the Application Form;
 - 8.1.3 the Outlook Software and/or Entourage Software which Customer will install on its Customer Devices;
 - 8.1.4 access the Exchange Environment via Outlook Web Access.
- 8.2 Customer acknowledges that:
 - 8.2.1 MWEB Business will provide him/her/it with the Premium Plus Hosted Exchange subject to the Outlook Software and/or Entourage Software end user terms and conditions and Use Rules and Security Policies which are incorporated herein by reference;
 - 8.2.2 Outlook Software and/or Entourage Software is required for each Mailbox;
 - 8.2.3 he/she/it including any of its users will always be compelled to comply with the Microsoft end user terms and conditions and Use Rules and Security Policies;
 - 8.2.4 apart from the Internet access as contemplated in clause 5.1 above, be responsible for the maintenance of any Customer Devices used to access the Outlook Web Access and/or into which Outlook Software and/or Entourage Software will be installed; (ii) ensuring that any Customer Devices used to access the Outlook Web Access and/or to which the Outlook Software and/or Entourage Software will be installed is secure, up-to-date, current, error-free and free from any viruses; (iii) setting up Mailboxes on the Exchange Platform; (iv) configuration the Customer Devices to ensure that such Customer Devices are synchronized to Customer's Outlook Web Access, Outlook Software, Entourage Software and the Exchange Server.



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- 8.3 The Customer acknowledges that the Outlook Software and/or Entourage Software is never owned by Customer, but licensed on a monthly basis for the duration of the Hosted Exchange Services through an arrangement that Microsoft has with MWEB Business. Customer furthermore agrees to be bound by the end user terms and conditions related to such Outlook Software and/or Entourage Software.
- 8.4 MWEB Business will not be responsible for the Outlook Software and/or Entourage Software including any other software installed in the Customer Devices either by Customer or third party service providers and/or the licensing thereof.
- 8.5 In addition to any other rights MWEB Business may have in terms of the Agreement and in law and without limiting such rights, Customer indemnifies MWEB Business against any charges, damages, losses, expenses and/or claims of whatever nature incurred, levied by or against MWEB Business, caused by the action or omission of Customer in any manner whatsoever to comply with Outlook Software, Entourage Software and/or the terms set out herein.
- 8.6 Customer acknowledges and agrees that compliance with the Outlook Software and/or Entourage Software licence requirement including the end-user terms and conditions and the Hosted Exchange Product Terms is required to: (i) access and/or use Hosted Exchange; and (ii) continue using Hosted Exchange and/or the Outlook Software and/or Entourage.
- 8.7 Customer acknowledges and agrees that:
- 8.7.1 the Entourage Software is only compatible with certain Customer Devices;
 - 8.7.2 he/she/it will install the Outlook Software and/or Entourage Software in the Customer Devices;
 - 8.7.3 the installation, access and/or use of the Outlook Software and/or Entourage Software is done entirely at Customer's own discretion and risk and as such, Customer will be fully responsible for any damage to his/her/its network infrastructure, Customer Devices and/or loss of data resulting from the installation, access and/or use of the Outlook Software and/or Entourage Software;
 - 8.7.4 the downloading and/or installation of the Outlook Software and/or Entourage Software may cause other utilities to be automatically removed or disabled and Customer shall therefore bear all risk of loss, damage and/or expense associated with the removal of such utilities;
 - 8.7.5 no advice and/or information either written or verbal received by Customer from MWEB Business, its employees and/or its duly authorized agents regarding the Outlook Software and/or Entourage Software shall constitute any form of warranty and/or guarantee on the part of MWEB Business in respect of the Outlook Software and/or Entourage Software; and



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8.7.6 MWEB Business shall (without limiting the provisions of the General Terms), not be held liable to Customer and/or any third party for any loss, damage or expense suffered by Customer as a result of the installation, access and/or use of the Outlook Software and/or Entourage Software and/or down time or unavailability of Customer's Internet connectivity, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, loss of data, loss of potential business or profits whether MWEB Business expressly advised Customer of the possibility of such loss or damage resulting from the installation, access and/or use of the Outlook Software and/or Entourage Software by Customer and/or down time or unavailability of Customer's Internet connectivity.

8.7.7 MWEB Business shall further not be held liable for:

8.7.7.1 any malfunction or other failure of the Outlook Software and/or Entourage Software for whatever reason;

8.7.7.2 any loss or damage with regard to the data or other data directly or indirectly caused by computer viruses or destructive code on the Outlook Software and/or Entourage Software or on the MWEB Business' network infrastructure or negligence on our part; and/or

8.7.7.3 any event over which it has no direct control.

9. TERMS AND CONDITIONS SPECIFIC HOSTED BES (IF SELECTED)

9.1 Where Customer uses the Blackberry Device to access Hosted Exchange Services, MWEB Business shall provide Customer with Hosted BES which will: (i) ensure that Customer's Outlook is kept in sync between Hosted Exchange and Customer's Blackberry Device; (ii) ensure that Customer's Outlook including the data contained therein are kept updated in both the Hosted Exchange and the Blackberry Device; (iii) provide Customer with the ability to: (a) access and view Outlook including the data contained therein via the Blackberry Device; (b) create, edit, categorize, sort and search notes on the Blackberry Device, then sync them via the Hosted BES with the Blackberry Device.

9.2 MWEB Business shall provide Hosted BES subject to the Hosted Exchange Product Terms including the rules surrounding the access and use of the Hosted Exchange Services. Customer shall when synchronizing his/her/its Blackberry Device to the Exchange Environment, comply with the provision of the Hosted Exchange Product Terms. Customer agrees to use the Hosted BES in strict compliance with the instructions on the Exchange Environment and the MWEB Business Terms.

9.3 Customer agrees to use the Hosted BES solely for lawful purposes. In this respect Customer shall not, without limitation use Hosted BES in any manner that could damage, disable, overburden, or impair the Exchange Environment, or the network(s) connected to any Exchange Server including the Blackberry server or interfere with any other party's use and enjoyment of the Hosted Exchange Services. Customer shall not attempt to gain unauthorized access to the Hosted Exchange Services, other accounts, computer systems or networks connected to any Hosted Exchange server, through hacking, password mining or any other means.



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- 9.4 MWEB Business does not make any express warranty and/or guarantee: (i) regarding the Hosted BES including the success and/or functionality thereof and disclaims any implied warranty and/or guarantee, including any warranty and/or guarantee of merchantability, satisfactory quality, or fitness for a particular purpose; however MWEB Business shall endeavour to provide Hosted BES with minimum disruptions.
- 9.5 MWEB Business does not warrant, represent or guarantee that: (i) the Hosted BES will always function without disruptions, delays, error or other imperfections; (ii) Hosted BES will always be available to Customer; Customer will always be able to access, view and/or make changes onto Outlook and/or any data contained therein via Blackberry Device; (iii) any changes made by Customer to Outlook including any data contained therein will be synced to Hosted Exchange.
- 9.6 MWEB Business is entitled, without any liability, to refuse, restrict, limit, suspend and/or interfere or interrupt the Hosted BES or any part thereof, without any notice to Customer for the repair, improvement, and/or upgrade of the Hosted BES Services or for any of the reasons whatsoever. MWEB Business may change the technical features of the Hosted BES in order to keep pace with the latest demands and technological developments, at its own discretion and without any notice to you.
- 9.7 Customer acknowledges and agrees that:
- 9.7.1 since the Hosted BES will be transmitted through public Internet lines, public switched telephony network and wireless networks, MWEB Business is not responsible for any failure including unavailability of the Hosted BES resulting from power outages, wireless network failures, mobile network failures, telecommunication network failures, local area network failures and/or any failure caused by the Blackberry Device including the application and/or software contained therein;
- 9.7.2 MWEB Business is not responsible for the wireless and/or mobile network Customer is using to access Hosted BES and/or to access Hosted Exchange including the security thereof;
- 9.7.3 MWEB Business is only responsible to ensure the security of the Exchange Environment and the Hosted Exchange Services and any security required for;
- 9.7.4 Hosted BES may be subject to certain equipment and compatibility limitation including memory, storage, network availability, coverage, accessibility and data conversion limitations;
- 9.7.5 when outside coverage area, access will be limited to information and applications previously downloaded to or resident on Customer's Blackberry Device. Coverage areas vary between 3G, EDGE and GRPS;
- 9.7.6 actual download speeds depend upon Blackberry Device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors;
- 9.7.7 performance may be impacted by transmission limitations, terrain, and in-building / in-vehicle use and capacity constraints;



Product Terms

Hosted Exchange

9.7.8 certain information, software, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. MWEB BUSINESS is not a publisher of third party information, software, applications or other content and is not responsible for any opinions, advice, statements or other information, service or goods provided by third parties including Research In Motion “RIM”;

9.7.9 MWEB Business is not responsible for the: (i) Blackberry Device including the application and/or software contained therein and/or downloaded or uploaded therein by Customer; (ii) the support including the management of any application and/or software contained in and/or downloaded or uploaded by Customer onto the Blackberry Device; (iii) damages to the Blackberry Device which is caused by the downloading and/or uploading of any software and/or application onto the Blackberry Device;

9.7.10 MWEB Business does manage the “space” on the Blackberry Device and it is therefore Customer’s responsibility to ensure that his/her/its Blackberry Device have sufficient space for Hosted BES purposes;

9.7.11 The Blackberry Devices set up by Customer for Hosted BES purposes remains Customer’s responsibility and MWEB Business shall not in any manner whatsoever be held responsible for any damages that Customer may suffer as a result of the theft of the Blackberry Device. He/she/it must ensure that the Blackberry Device used by Customer for Hosted BES purposes is protected and/or secured from third parties and Customer;

9.7.12 MWEB Business does not guarantee that other mobile devices will not be able to: (i) access Customer’s Outlook including the data contained therein once synced into the Blackberry Device; and/or (ii) sync Customer’s Outlook including the data contained therein to any other Device. Customer is therefore responsible to ensure that its Blackberry Device is protected from third parties access.