



Product Terms

MTALK PBX VBX

THESE TERMS APPLY TO ALL MTALK PBX VBX PRODUCT VARIOUS PACKAGES

MWEB offers a PBX VBX product and Customer can select from: (i) MTALK PBX VBX Bundles and MTALK PBX VBX Custom (collectively referred to as “**MTALK PBX VBX Packages**”). For more information on these products, please visit our Website.

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 the PBX VBX Solution 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 the Legal Website; and
 - 1.3.2 the Product Terms set out herein;(collectively the “**MWEB Business Terms**”).
- 1.4 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.4.1 **Agents** means MWEB’s duly appointed and authorized agents to supply any of the services set out herein on MWEB’s behalf;
 - 1.4.2 **Control Unit** means the central PBX unit, including all features and licenses and shall include any relevant software, cables, connectors, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it which Control Unit shall depending on Customer’s selection in the Application Form be: (i) purchased by Customer from MWEB in accordance with the provisions of these Product Terms; or (ii) rented to Customer by MWEB in accordance with the provisions of these Product Terms;
 - 1.4.3 **Data Network** means Customer network to which the PBX VBX Solution will be connected;



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- 1.4.4 **Gateway(s)** means the public service telephone network hardware required to connect and/or failover to the Control Unit and to enable connection to a VoIP Service Provider and shall include any relevant software, cables, connectors, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it, which Gateway shall depending on Customer's selection in the Application Form be: (i) purchased by Customer from MWEB in accordance with the provisions of these Product Terms; or (ii) rented to Customer by MWEB in accordance with the provisions of these Product Terms;
- 1.4.5 **Equipment** means the router, network device, and/or any other equipment selected by Customer in the Application Form to be the subject of the PBX VBX Solution and shall include any relevant software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it, which Equipment shall be purchased by Customer from MWEB in accordance with the provisions of these Product Terms;
- 1.4.6 **End-User Devices** means any VoIP hardware selected by Customer in the Application Form and shall include any relevant cables, connectors, associated media, printed materials, and/or on-line or electronic documentation accompanying it, which End User Devices shall be purchased by Customer from MWEB in accordance with the provisions of these Product Terms;
- 1.4.7 **Faulty MTALK Hardware** means Equipment, Control Unit, Gateway(s) and/or End-User Devices which does not operate, in all material aspects, to the specifications described in the respective products' technical documentation. The Equipment, Control Unit, Gateway(s) and/or End-User Devices will not be considered as faulty if there is any damage sustained post installation of such Equipment, Control Unit, Gateway(s), and/or End-User Devices as a result of Customer's misconduct, misuse, tampering and/or negligence;
- 1.4.8 **MTALK Hardware** means (depending on Customer's specification in the Application Form) either the: (i) Control Unit; (ii) Gateway; (iii) Equipment; and/or (iv) End-User Devices specified in the Application Form which will either be purchased by Customer from MWEB or rented by MWEB to Customer be in accordance with the provisions of clause 6 below;
- 1.4.9 **MTALK PBX VBX Bundles** means the bundles forming part of the PBX VBX Solution and includes (i) MTALK PBX VBX 10; (ii) MTALK PBX VBX 20; or (iii) MTALK PBX VBX 50 which Customer will select in the Application Form;
- 1.4.10 **MTALK PBX VBX Custom** means the customized PBX VBX Solution offered by MWEB to Customer which Customer will select in the Application Form;
- 1.4.11 **MWEB VoIP Services** means the VoIP communication services to be provided by MWEB in accordance with the MTALK Webcall Product Terms;



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- 1.4.12 **PBX VBX Solution** means a VoIP communication solution built by MWEB in accordance with the MTALK PBX VBX Package selected by Customer's in the Application Form which shall be used by Customer to terminate VoIP communications call and/or make VoIP communication calls;
- 1.4.13 **Supplier** means the company supplying the MTALK Hardware to MWEB, including the manufacturer of the MTALK Hardware or a selling agent of such manufacturer;
- 1.4.14 **Support Service** means the maintenance and support service MWEB will supply to Customer as fully set out in the Support Service Product Terms;
- 1.4.15 **VoIP Service Provider** means MWEB Connect (Pty) Ltd and/or any other VoIP service provider used by Customer for the termination of VoIP calls;
- 1.4.16 **VoIP** means voice over internet protocol.

2. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 2.1 Although MWEB uses reasonable care and diligence to ensure that the PBX VBX Solution 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 PBX VBX Solution 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 the PBX VBX Solution is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 2.2 Customer acknowledges that the following circumstances and events may impact upon its use of PBX VBX Solution and further that these circumstances and/or events are beyond MWEB's control: (i) use of PBX VBX Solution by Customer's end-users; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures, which includes telecommunication links and line failures; (iv) mobile telecommunication service operator failures; (v) voice service failures; (vi) mobile network failures; (vii) operating systems; (viii) access technology failures; (ix) quality of service of telecommunication links or lines; (x) any action, omission and/or failure by Data Network Customer and/or his/her/its systems, software, network and/or equipment which has an impact on PBX VBX Solution; and (xi) any other action, omission and/or failure not within MWEB's control which has an impact on PBX VBX Solution.
- 2.3 Customer undertakes to use PBX VBX Solution 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 the PBX VBX Solution in whole or in part in any way whatsoever to any third party without MWEB's prior written consent.



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3. SERVICE FEES

3.1 Should the Customer wish to purchase the MTALK Hardware:

3.1.1 Customer shall pay to MWEB in advance the full amount set out in the Application Form and/or any addendum thereto chargeable for the purchase of the MTALK Hardware ("**Purchased Hardware**") within 7 (seven) days of submission of the signed Application Form without deduction or set-off of any amount of whatsoever nature or for whatsoever reason. Such amount shall be deposited into MWEB's account set out in the Application Form unless specifically otherwise advised in writing by MWEB from time to time. All applicable taxes, rates or governmental levies, if any, and VAT shall be for the account of Customer.

3.1.2 Customer further acknowledge that the price for the Purchased Hardware may be changed by the Supplier at any time and as such, MWEB will be entitled to adjust the price for Purchased Hardware at any time should the Supplier increase the price for Purchased Hardware MWEB will notify Customer of such change and the Customer shall for these purposes complete and sign a new Application Form.

3.1.3 Customer acknowledges: (i) that the price for Purchased Hardware is affected by the Rand and Dollar exchange and as such MWEB will be entitled to adjust the price for Purchased Hardware at any time should there be a change in the Rand and Dollar exchange. MWEB will notify Customer of such change and the Customer shall for these purposes complete and sign a new Application Form.

3.2 Should the Customer wish to rent the MTALK Hardware:

3.2.1 Customer shall pay MWEB the Services Fees specified in the Application Form chargeable for the rental of the MTALK Hardware ("**Rental Hardware**") in accordance with the provisions set out in the General Terms.

3.2.2 Customer shall pay MWEB the Services Fees specified in the Application Form chargeable for the provision of the PBX VBX Solution in accordance with the provisions set out in the General Terms. Customer acknowledges and agrees that the Service Fees do not include the charges applicable to MWEB VoIP Services and/or Customer's Internet connectivity, such charges will be charged in accordance with the terms and conditions applicable to MWEB VoIP Services and/or Internet connectivity should MWEB be the provider of Customer's Internet connectivity.

4. TERMS AND CONDITIONS SPECIFIC TO MTALK PBX VBX PRODUCT

4.1 Customer acknowledges and agrees that:

4.1.1 MWEB will provide Customer with MTALK PBX VBX product in accordance with MTALK PBX VBX Package selected by Customer in the Application Form;



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4.1.2 in the event that Customer has selected one of the MTALK PBX VBX Bundles for the purposes of the PBX VBX Solution, Customer will have an option to rent and/or purchase the MTALK Hardware from MWEB;

4.1.3 in the event that Customer has selected MTALK PBX VBX Custom for the purposes of the PBX VBX Solution, Customer will not be allowed to rent the MTALK Hardware from MWEB. Only outright purchase of the MTALK Hardware will be allowed.

4.1.4 in order for MWEB to provide the PBX VBX Solution it is recommended that the VoIP services be supplied directly by MWEB however, should Customer choose to use his/her/its current VoIP Service Provider, Customer acknowledges that:

4.1.4.1 MWEB will not be responsible for the termination of any VoIP call including Customer's ability to make and/or receive VoIP calls;

4.1.4.2 the support services required for any VoIP related issues, queries and/or fault will remain Customer's responsibility;

4.1.4.3 MWEB's responsibility will only be limited to the supply of the PBX VBX Solution and the support therefore in accordance with the Support Service Product Terms.

4.2 MWEB will supply the PBX VBX Solution in accordance with the provisions of clause 5 below; and

4.3 If selected, MWEB will provide the MWEB VoIP Service in accordance with the provisions of the MTALK Webcall Product Terms

5. TERMS AND CONDITIONS SPECIFIC TO PBX VBX SOLUTION

5.1 Customer acknowledges and agrees that in order for MWEB to design build and setup a pre-configured PBX VBX Solution for Customer, the following are required:

5.1.1 MTALK Hardware;

5.1.2 Data Network; and

5.1.3 appropriate Internet Connectivity;

5.2 MWEB shall use the MTALK Hardware to build a PBX VBX Solution in accordance with the MTALK PBX VBX Package selected by Customer in the Application Form.



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- 5.3 Customer acknowledges and agrees that in order for the PBX VBX Solution to operate, a Data Network is required to meet the PBX VBX Solution requirements. In the event that Customer has an existing Data Network, MWEB will supply Customer with the PBX VBX Solution checklist which Customer will complete, sign and submit to MWEB. MWEB will review the duly submitted PBX VBX Solution checklist document to determine if such Data Network meets the PBX VBX Solution requirements and supply Customer with a report which shall either confirm that:
- 5.3.1 the Data Network meets the PBX VBX Solution requirements;
 - 5.3.2 the Data Network does not meet the PBX VBX Solution requirement in which event MWEB will advise Customer on changes to be made to the Data Network in order to ensure that such Data Network meet the requirements of the PBX VBX Solution. Customer acknowledges that the order of any MTALK Hardware required for the implementation of the PBX VBX Solution will only take place upon confirmation by MWEB that the Data Network meets the PBX VBX Solution requirements.
- 5.4 In the event that Customer requires a new Data Network, MWEB shall set up a new Data Network (subject to the payment of the Services Fees set out in the Application Form), in accordance with the PBX VBX Solution requirements.
- 5.5 Customer acknowledges and agrees further that:
- 5.5.1 A fully operational, functional, accessible and available Data Network and Internet Connectivity is required in order to operate and implement the PBX VBX Solution;
 - 5.5.2 the operation and functionality of the MTALK Hardware is required to enable operation of the PBX VBX Solution;
 - 5.5.3 Static IP Addressing is required for Internet Connectivity should MWEB not be the operator of the Internet Connectivity or if the Internet Connectivity is not supplied through MWEB, MWEB will only be responsible for the maintenance and support including availability of Internet Connectivity unless if Customer has entered into a network support agreement with MWEB;
 - 5.5.4 MWEB will not be responsible for Customer's Data Network including local area network unless if Customer has entered into a network maintenance and support agreement with MWEB. Customer will be solely responsible for its local area network infrastructure. Customer is advised to maintain a secure environment to its local area network. Customer shall use reasonable endeavours to ensure security on its local area network so as not to compromise the Data Network including the PBX VBX Solution.



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6. SALE OF MTALK HARDWARE (IF SELECTED IN THE APPLICATION OR IF COMPULSORY DEPENDING ON THE MTALK PACKAGE SELECTED CUSTOMER IN THE APPLICATION FORM)

- 6.1 MWEB sells the MTALK Hardware to Customer at the price set forth in the Application Form.
- 6.2 Ownership in the MTALK Hardware shall pass to Customer upon payment of the full purchase price as envisaged in clause 3 above. Risk of loss, damage, theft and/or destruction of the MTALK Hardware shall pass to Customer upon delivery of the MTALK Hardware at Customer's premises.
- 6.3 Customer shall upon submission of the duly signed Application Form not be entitled to withdraw and/or cancel the order without MWEB's prior written approval.
- 6.4 Customer acknowledges and agrees that it shall only use the MTALK Hardware in conjunction with the PBX VBX Solution.

7. RENTAL OF MTALK HARDWARE (IF SELECTED IN THE APPLICATION FORM)

- 7.1 MWEB hereby leases the MTALK Hardware to Customer who accepts such rental. Customer acknowledges and agrees that:
 - 7.1.1 the MTALK Hardware will at all times remain the property of MWEB and Customer agrees that he/she/ it will never become owner the MTALK Hardware;
 - 7.1.2 the MTALK Hardware shall at all times be regarded as a movable property and shall not become part of the property;
 - 7.1.3 upon termination of the MTALK PBX VBX product, MWEB shall on the date agreed upon by the Parties, enter Customer's premises in order to remove the MTALK Hardware;
 - 7.1.4 upon delivery of the MTALK Hardware as envisaged in clause 8 below, Customer shall bear all risk of loss, theft, damage and/or destruction of the MTALK Hardware whilst 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 MTALK Hardware and MWEB may at its discretion request Customer to provide proof of insurance;
 - 7.1.5 Customer shall not allow any third party to take possession of the MTALK Hardware unless duly authorised thereto by MWEB. Should any third party take possession of the MTALK Hardware without the said authorisation, the replacement value thereof shall immediately be due and payable by Customer.
- 7.2 If the premises at which the MTALK Hardware will be installed are rented:
 - 7.2.1 Customer shall:



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- 7.2.1.1 advise MWEB in writing of the name and address of the landlord as well as any changes thereto;
- 7.2.1.2 not move the MTALK Hardware without MWEB's prior written consent;
- 7.2.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the MTALK Hardware 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.
- 7.3 Customer acknowledges and agrees that it shall only use the MTALK Hardware for internal purposes and in conjunction with the PBX VBX Solution. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the MTALK Hardware; (ii) move the MTALK Hardware to any other location without the express written permission of MWEB; and (iii) use the MTALK Hardware for any other purpose. Access to the MTALK Hardware shall be restricted to MWEB's staff or its Agents only.
- 7.4 Customer shall not be entitled to directly or indirectly transfer, distribute, re-distribute, sell, re-sell, lease, sub-lease and/or lend the MTALK Hardware in any manner whatsoever to any third party without MWEB's prior written consent.

8. DELIVERY INSTALLATION AND IMPLEMENTATION

- 8.1 MWEB or its Agent will on the agreed delivery date ("**Delivery Date**"), deliver the MTALK Hardware at Customer's premises. A signed delivery note by Customer (including his/her/its employees, representatives, carriers, agents or nominees) shall constitute *prima facie* proof that the MTALK Hardware was delivered to and received by Customer in good condition.
- 8.2 MWEB or its Agent shall use its reasonable endeavours to comply with the agreed Delivery Date and in the event that MWEB or its Agents is not able to deliver on the agreed date, MWEB and Customer will agree on the next delivery date. Customer shall not be entitled to cancel the MTALK PBX VBX product or refuse to accept delivery of MTALK Hardware should Customer fail to honour the agreed Delivery Date.
- 8.3 Upon delivery of the MTALK Hardware, Customer shall allow MWEB or its Agents, all reasonable access to its premises for the purposes of the installing, setting-up and configuring the MTALK Hardware. In the event that MWEB or its Agents are unable to install the MTALK Hardware on the Delivery Date, MWEB or its Agents shall on the date agreed upon by the Parties (Installation Date) enter Customer's premises for installation purposes.



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- 8.4 MWEB or its Agent will install and/or connect the Gateway(s), Control Unit and Equipment on the Data Network and ensure a connection of the End-User Devices to the Control Unit and/or Gateway to enable implementation of the PBX VBX Solution. A signed confirmation by Customer (including his/her/its employees, representatives, carriers, agents or nominees) that installation, set-up and/or configuration of the MTALK Hardware was done shall constitute *prima facie* proof of that it was done according to specification and agreement.
- 8.5 Customer acknowledges that:
- 8.5.1 MWEB or its Agent are only responsible for the installation, set-up and configuration of the MTALK Hardware that will reside on the Data Network;
- 8.5.2 MWEB or its Agent are not authorized by these Product Terms and/or Agreement to attend to the Data Network including any other network related work, and should Customer require MWEB or its Agent to assist him/her/it with the Data Network and/or any other related work, MWEB or its Agent will only perform this work once Customer has submitted a written order for such services to MWEB.
- 8.6 **CUSTOMER SHALL, WITHOUT LIMITING THE GENERALITY OF THE GENERAL TERMS, NOT BE ABLE TO HOLD MWEB OR ITS AGENTS LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY LOSS, DAMAGE, COSTS, EXPENSE OR INJURY, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, LOSS OF PROFIT LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS CAUSED OR ARISING IN ANY MANNER WHATSOEVER FROM THE DELIVERY AND/OR INSTALLATION AND/OR SET-UP AND/OR CONFIGURATION OF THE MTALK HARDWARE OR FAILURE TO DO SO ON THE AGREED DATE/S.**
- 8.7 In the event that MWEB or its Agents are unable to implement the PBX VBX Solution on the Delivery Date and/or Installation Date, MWEB or its Agents shall on the implementation date agreed upon by the Parties ("Implementation Date") provide MWEB or its Agents with access to the Data Network and MTALK Hardware in order for MWEB or its Agents to activate the PBX VBX Solution. Customer shall work together with MWEB or its Agents during implementation process and will activate the Data Network whenever required by to do so by MWEB or its Agents. A signed confirmation by Customer (including his/her/its employees, representatives, carriers, agents or nominees) that implementation was done shall constitute *prima facie* proof of that the PBX VBX Solution is active and operating without any interruption, error and/or fault and performs according to specification and agreement.

9. ACCESS TO MTALK HARDWARE

- 9.1 Notwithstanding Customer's ownership of the MTALK Hardware, Customer acknowledges the nature and complexity of the PBX VBX Solution requires only MWEB or its Agents to have access to the MTALK Hardware.



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9.2 In the event that the MTALK Hardware is purchased from MWEB by Customer, Customer acknowledges and agrees that:

9.2.1 access to the software configuration on the MTALK Hardware ("**Software Config**") shall with effect from the activation of the PBX VBX Solution be restricted only to MWEB or its Agents. Under no circumstances will Customer or anyone else be allowed to: (i) access; (ii) open and/or tamper with the Software Config;

9.2.2 although access to Software Config is restricted to MWEB, Customer remains responsible for the hardware support and maintenance required for the MTALK Hardware unless Customer has signed up for Support Services Product Terms;

9.2.3 remote access to the Control Unit, Gateway(s) and/or Equipment shall with effect from the activation of the PBX VBX Solution be restricted only to MWEB or its Agents. Under no circumstances will Customer or anyone else be allowed remote access to the aforementioned hardware;

9.2.4 any fault to the MTALK Hardware may have a detrimental effect on the PBX VBX Solution including the operation and functionality thereof he/she/it is therefore responsible for replacing and/or repairing any Faulty MTALK Hardware;

9.2.5 MWEB's responsibility shall only be limited to the maintenance of the PBX VBX Solution and to ensure that the Software config on the MTALK Hardware is operating without any fault or error.

9.3 In the event that the MTALK Hardware is rented by Customer from MWEB,:

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

9.3.2 physical and remote access to the MTALK Hardware shall only be limited to MWEB, its staff or authorised agents. Under no circumstances will Customer or anyone else be allowed to access, open and/or tamper with the MTALK Hardware;

9.3.3 Customer shall allow MWEB's support staff or its Agents reasonable access to its premises and Equipment for the purposes of performing hardware support and maintenance on the Equipment and maintenance of PBX config;

9.3.4 Customer will provide MWEB or its Agents with access to the Premises and the Data Network in order for MWEB to deliver, install, set up and configure the Equipment on the Data Network to enable activation of the PBX Solution and Customer's access to the MTALK PBX VBX;

10. ACCEPTABLE PBX VBX SOLUTION USE POLICY



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10.1.1 In addition to the Use Policies, Customer agrees not to (nor to authorise or permit any other person to) use the PBX VBX Solution and/or Purchased Hardware and/Rental Hardware in a manner which is offensive, unlawful, in breach of codes of conduct binding on MWEB, in violation of legislation (including regulations) or the common law generally, in violation of the requirements and rules of any regulatory authority or in a manner which may cause harm to the name, goodwill and reputation of MWEB, its affiliates, and its business partners;

10.1.2 Customer shall not (or allow any person to): (i) use, copy, modify, transfer, distribute reverse assemble, reverse compile, reverse engineer the Software Config; (ii) create any derivative work or modification regarding the Software Config; and (iii) license, sub-license and/or lease the Software Config.

10.1.3 to compromise the security or tamper with system resources or account(s) on PBX VBX Solution ; and/or

10.1.4 to violate the privacy of any person, which shall include but shall not be limited to, hacking.

11. MTALK HARDWARE WARRANTIES

11.1 Purchased Hardware:

11.1.1 The warranty in respect of Purchased Hardware or MTALK Hardware financed through MWEB's preferred financial institution ("Financed Hardware") will remain in place for a period 12 (twelve) months ("**Warranty Period**") calculated from the Delivery Date. Upon the expiry of the Warranty Period, Customer acknowledges that he/she/it will be charged for any hardware repair or replacement of the Purchased Hardware or Financed Hardware unless Customer has purchased an extended warranty for the Purchased Hardware or Financed Hardware from MWEB.

11.1.2 The warranty in respect of any replaced or repaired (including parts and/or faulty workmanship) Purchased Hardware or Financed Hardware will be in accordance with the Supplier's warranty terms.

11.2 Rental Hardware

11.2.1 The warranty in respect of the Rental Hardware will remain in place for the duration of the rental period



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11.3 Customer acknowledges that the warranties set out in clauses 11.1; **Error! Reference source not found.** and 11.2 shall remain in place provided that Customer does not engage in any action which contravenes or voids the Supplier warranty and/or guarantee which includes without limitation access, tampering, alteration, removal, disconnection of the Purchased Hardware and/or Rental Hardware and/or Financed Hardware by Customer and/or any of his/her/its employees or agents. In the event of any of this action by Customer and/or any of its employees, Customer will bear all costs of repairs, replacement and/or extended warranties.

12. LICENSING AND INTELLECTUAL PROPERTY RIGHTS

12.1 Where applicable, MWEB grants to Customer for the duration of the MTALK PBX VBX product a non-transferable, personal, non-exclusive sub-license to use any software provided with the Purchased Hardware and/Rental Hardware and shall use such software solely on and in conjunction with the Purchased Hardware and/Rental Hardware on the terms and conditions as provided by the vendor/manufacturer/ Supplier of Purchased Hardware and/Rental Hardware or MWEB, whichever is applicable. Customer shall not copy, translate, modify, adapt, decompile, disassemble or reverse engineer the software or convert the whole or any part of the software from object code into source code.

12.2 MWEB will not be responsible for the licensing of any software unless such software forms part of the Purchased Hardware and/Rental Hardware or is specified in the Application Form.

12.3 All rights, title and interest in and to all intellectual property relating to any Purchased Hardware and/Rental Hardware owned by the any party/ vendor/ manufacturer/ and/or supplier shall at all times remain the sole property of such persons.

12.4 Customer warrants that the use of the Purchased Hardware and/Rental Hardware shall not infringe any intellectual property rights of any third party.

12.5 CUSTOMER AGREES THAT ANY SOFTWARE, AS CONTEMPLATED ABOVE, WILL BE INSTALLED AND USED BY CUSTOMER AT HIS SOLE RISK AND RESPONSIBILITY. MWEB SHALL NOT BE LIABLE FOR ANY DEFECTS IN SUCH SOFTWARE AND CUSTOMER FURTHERMORE EXPRESSLY DISCLAIMS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES WHICH ARISE OR MAY ARISE OUT OF THE USE OF SUCH SOFTWARE.

13. NEW PREMISES AND/OR LOCATION

13.1 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 move and/or relocate the MTALK Hardware to the new premises and/or location at Customer's costs which Customer will pay in accordance with the provisions of the General Terms.



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14. MTALK PBX VBX PRODUCT SUPPORT

14.1 Customer acknowledges and agrees that in order to maintain PBX VBX Solution availability and to manage and maintain the functionality and operation of the PBX VBX Solution, maintenance and support services are required.

14.2 MWEB will only supply the PBX VBX Solution to Customer provided that the Customer subscribes for the Support Services.

14.3 Customer acknowledges and agrees that subscription to the Support Services is compulsory in the following circumstances:

14.3.1 If the MTALK Hardware is financed, Customer is required to sign up for the Support Services for the duration of the finance period;

14.3.2 If the MTALK Hardware is purchased outright, Customer is required to sign up for the Support Services for a maximum period of 12 (twelve) months;

14.3.3 If the MTALK Hardware is rented from MWEB, Customer is required to sign up for the Support Services for the duration of the rental period.