



## Product Terms

### Mailbox

#### 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 Mailbox 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 Mailbox 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 Mailbox, as same may be amended from time to time in terms of the Agreement;
  - 1.5.2 “**Additional Terms and Conditions**” means the terms and conditions applicable to the Services in clause 1.5.3 (ii). Such terms and conditions shall be deemed to be included in the Agreement;
  - 1.5.3 “**Mailbox**” 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 comprising of (i) an e-mail box provided by MWEB Business to Customer on MWEB Business’ systems, which includes an e-mail address and/or the amount of aliases allowed by MWEB Business to such e-mail address from time to time; and (ii) ancillary or other online Services offered by MWEB Business, which may be automatically included in Mailbox or to which Customer may subscribe online to which Additional Terms and Conditions may apply; and
  - 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”.

#### 2. DURATION



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2.1 Mailbox shall except if provided in terms of clause 2.2 below, commence with effect from the date of activation of the Mailbox by MWEB Business and endure for an indefinite period unless terminated in accordance with the provisions of the General Terms. 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 Should the Application Form specify a minimum period for Mailbox:

2.2.1 the Mailbox shall commence with effect from the date of activation of the Mailbox by MWEB Business and endure for the minimum period specified in the Application Form (hereinafter referred to as the **"Initial Period"**). Notwithstanding the aforesaid, the provisions of this clause 2.2.1 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;

2.2.2 either Party may terminate Mailbox 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;

2.2.3 if neither Party has given notice as contemplated in clause 2.2.2 above, the Mailbox shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Mailbox in accordance with the General Terms.

2.3 Should Mailbox form part of another Service it shall follow the duration of such Services.

2.4 In the event of a termination, Customer's use of Mailbox shall be deemed terminated. However, in the event that Customer logs on to Mailbox 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 Mailbox without notice to Customer.

2.5 To the extent that Mailbox 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 Mailbox, 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



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- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Mailbox on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Mailbox.
- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that Mailbox 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 Mailbox 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 Mailbox is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Mailbox and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Mailbox 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 Mailbox; and (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Mailbox.

## 5. TERMS AND CONDITIONS SPECIFIC TO MAILBOX

- 5.1 Without limiting the applicability of these Product Terms in other instances where Mailbox shall form part of other Services it shall apply to Domain e-mail Address Services.
- 5.2 Without limiting the generality and applicability of the Agreement, Customer is specifically referred to the specific rules relating to Mailbox use, contained in clause 5 of the User Rules and Security Policy, which can be found at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading Use Policies. Such Mailbox rules may include limitations on the sending, receipt, size of e-mail messages or limitations on the period MWEB Business keeps e-mail messages on its systems and such rules shall be deemed to be specifically incorporated herein.
- 5.3 Customer acknowledges that MWEB Business shall: (i) use its reasonable endeavours to support the setup and configuration of the most widely used e-mail applications; (ii) not be held responsible for the end-to-end support of any third party application; and (iii) not be held responsible should there be any incompatibility between MWEB Business' systems, including Mailbox and any other third party applications.



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- 5.4 Should Customer be allowed by MWEB Business to make any amendments to its Mailbox Services online on the systems provided by MWEB Business then the Agreement, including these Mailbox Product Terms shall apply automatically to such amendments, irrespective if Customer has agreed to it at the time or not.
- 5.5 Customer shall be responsible for its own firewall and virus protection or the like.