



## Product Terms

### Online Spend Management

#### 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 Online Spend Management Customer agrees that he/she/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 Online Spend Management 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 “**Administrator**” means the person authorized by Customer to setup Online Spend Management for Customer and to create Authorized User/s other than itself, including the hierarchy and permissions of such Authorized User/s;
  - 1.5.2 “**Application Form**” means the application form completed and signed by Customer for the initiation of Online Spend Management, as same may be amended from time to time in terms of the Agreement;
  - 1.5.3 “**Authorised User**” means the Administrator or any person the Administrator grants access to capture any information and/or data on Online Spend Management or to use Online Spend Management in any way whatsoever;
  - 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;
  - 1.5.5 “**Online Spend Management**” means the Services MWEB Business renders to Customer in accordance with Customer’s selections as indicated in the Application Form under such heading or description comprising of the on-line spend management tool, which enables Customer to manage its own business’ spend securely on-line consisting of the modules indicated on the Application Form; and
  - 1.5.6 “**Telkom**” means Telkom SA Limited and/or its successors.



## Product Terms

### Online Spend Management

#### 2. DURATION

- 2.1 Online Spend Management shall commence with effect from the date of activation of the Online Spend Management by MWEB Business and endure for an initial period selected by Customer in the Application Form (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 Online Spend Management 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, Online Spend Management shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Online Spend Management in accordance with the General Terms.
- 2.4 In the event of a termination, Customer's use of Online Spend Management shall be deemed terminated. However, in the event that Customer logs on to Online Spend Management 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 Online Spend Management without notice to Customer.
- 2.5 To the extent that Online Spend Management 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 Online Spend Management, 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 Online Spend Management on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Online Spend Management.



## Product Terms

### Online Spend Management

- 4.2 Although MWEB Business use reasonable care and diligence to ensure that Online Spend Management 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 Online Spend Management 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 Online Spend Management 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 Online Spend Management and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Online Spend Management 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 Online Spend Management; and (viii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Online Spend Management.
- 4.4 Without limiting the generality of the General Terms, MWEB Business expressly disclaims any direct, indirect, incidental, special, punitive or consequential loss or damages which arise or may arise out of: (i) Online Spend Management; (ii) the use thereof; (iii) fraudulent use of Online Spend Management by an unauthorized third party on Customer's account; (iv) any dispute between Customer and any other third party, including (without limitation) a third party service provider, relating to or resulting from Online Spend Management; and (v) any revision of the fees by a third party service provider.

## 5. TERMS AND CONDITIONS SPECIFIC TO ONLINE SPEND MANAGEMENT

- 5.1 MWEB Business grants Customer a limited, non-perpetual, non-exclusive, non-transferable license for the amount of Authorized Users, as stipulated in the Application Form, to use Online Spend Management in accordance with the provisions of the Agreement, for the duration of Online Spend Management and/or instructions provided to Customer by MWEB Business. Without limiting the generality of the aforesaid Customer specifically agrees that:
- 5.1.1 Online Spend Management shall only be used and/or accessed by Authorized Users;
- 5.1.2 it shall not allow any Customer Identifiers allocated to an Authorized User to be used by any other person than such specific Authorized User;
- 5.1.3 the number of Authorized Users shall not exceed the number indicated and agreed upon in the Application Form; and



## Product Terms

### Online Spend Management

- 5.1.4 it shall only use Online Spend Management to capture data and/or information regarding spend of Customer's own business.
- 5.2 Customer acknowledges that the specifications of Online Spend Management are known to him/her/it and accepts that it is suitable for the purpose of assisting Customer in managing his/her/its spend securely on-line through use of Online Spend Management.
- 5.3 MWEB Business will in accordance with Customer's choices as set out in the Application Form provide Customer with the Customer Identifiers of the Administrator which the Administrator shall use to complete the set up process to enable the registration of Customer by MWEB Business on Online Spend Management. Upon completion of the registration process, MWEB Business shall register Customer on Online Spend Management.
- 5.4 Customer acknowledges and agrees that since it/its Administrator is responsible to create and determine the hierarchy and permissions of the Authorized Users MWEB Business takes no responsibility in any way whatsoever for such setup, hierarchy and/or permissions.
- 5.5 Customer acknowledges that the access to Online Spend Management is provided "as is" and "as available", without any guarantees, warranties and/or representations of any kind, either express or implied and Customer is therefore using Online Spend Management at its own discretion and risk. Notwithstanding the provisions of the General Terms, MWEB Business does not warrant or make any representation that Online Spend Management shall at all times be accurate, correct, up-to-date and reliable but nevertheless agrees to use its commercially reasonable endeavours to ensure that Online Spend Management and the results produced through the use of Online Spend Management are, and for the duration of Online Spend Management will be, as accurate, correct, up-to-date and reliable as reasonably possible. Customer hereby indemnifies and holds MWEB Business free from any liability in respect of any loss or damage of whatever nature suffered by Customer, Customer's own clients or any third party as a result of any: (i) reliance on the results produced through use of Online Spend Management; and/or (ii) usage of the incorrect and inaccurate results.
- 5.6 Customer acknowledges that Online Spend Management utilizes in whole the Internet, Customer's network, Telkom network and the MWEB Business' network to enable Customer's access to and use of Online Spend Management and therefore, MWEB Business does not guarantee the availability of Customer's connection between Customer's network and MWEB Business' network. Should there be any interruption to the Internet, Customer's network, Telkom network and MWEB Business' network, Customer will not be able to use and/or access Online Spend Management. Without limiting the generality of the foregoing, MWEB Business' disclaimer of liability includes liability for any loss or damages incurred or suffered by Customer, Customer's own client and/or any third party arising from any reliance on the results produced by Online Spend Management.



## Product Terms

### Online Spend Management

- 5.7 MWEB Business will use its reasonable endeavours to ensure the security of Online Spend Management but cannot guarantee the security thereof and Customer hereby indemnifies and holds MWEB Business free from any liability in respect of any loss or damage of whatever nature suffered by Customer, Customer's own clients or any third party as a consequence of a breach of security of Online Spend Management and the MWEB Business e-commerce network infrastructure.
- 5.8 Customer acknowledges that all title and intellectual property rights in Online Spend Management is owned by and shall remain vested in MWEB Business or its suppliers. Accordingly, Customer may not reverse engineer, decompile, or disassemble Online Spend Management nor may Customer rent, lease, or lend or directly or indirectly transfer Online Spend Management to any third party.