



## Shared Webhosting & Database Hosting

### 1. INTRODUCTION

- 1.1 By using or subscribing to the Service Customer agrees that he/she/it has read, understand and are bound by:
  - 1.1.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business Legal Website;
  - 1.1.2 the terms that apply specifically to the Service, set out herein;(collectively “**the MWEB Business Terms**”).
- 1.2 Customer’s use of the Service indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business. If Customer does not want to be bound by the MWEB Business Terms, Customer must not use or subscribe to the Service.
- 1.3 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 and Conditions.

### 2. INTERPRETATION

In these Terms:

- 2.1 the singular includes the plural and vice versa;
- 2.2 amounts exclude VAT unless otherwise stated;
- 2.3 “**Application Form**” means the application form completed and signed by Customer for the initiation of the Service, as same may be amended from time to time in terms of the Agreement;
- 2.4 “**Database Hosting**” means the services contemplated in these Terms, which MWEB Business renders to Customer in accordance with Customer’s selections as indicated by Customer on the Application Form under such heading or description whereby MWEB Business will host Customer’s database;
- 2.5 “**Disk Space**” means the disk space allocated to Customer on a monthly basis and used for the purposes of hosting Customer’s website and/or database and stored by MWEB Business on a storage medium which includes without limitation, the computer hard drive;
- 2.6 “**Initial Period**” means the initial period during which MWEB Business shall provide the Services, as selected by Customer in the Application Form;



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- 2.7 “**Server**” means the MWEB Business file server used to supply the Service to Customer, including any software loaded by MWEB Business on such server that controls basic, low-level server hardware operations and file management without the user thereof having to operate it or application software, but excludes any software, application and/or component as contemplated in clause 6.10 below;
- 2.8 “**the Service**” means Shared Webhosting and Database Hosting collectively or either Shared Webhosting or Database Hosting, whichever is applicable, as selected on the Application Form;
- 2.9 “**Service Website**” means <https://myaccount.mweb.co.za>;
- 2.10 “**Shared Webhosting**” means the services contemplated in these Terms which MWEB Business renders to Customer in accordance with Customer’s selection, as indicated on the Application Form under such heading or description whereby MWEB Business will host Customer’s website.

### 3. DURATION

- 3.1 Subject to the provisions of clause 7 of the General Terms, this Agreement shall commence with effect from the date of receipt of Customer’s Application Form. Notwithstanding the commencement of the Agreement, the Service’s Initial Period shall be calculated from the Activation Date.
- 3.2 Either Party may terminate the Service at the end of the Initial Period by giving the other Party 1 (one) calendar month’s written notice of termination.
- 3.3 If neither Party has given notice as contemplated in clause 3.2 above, the Service shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate the Services by 1 (one) calendar month’s written notice of termination to the other Party.
- 3.4 In the event of a termination, Customer’s use of the Service shall be deemed terminated. However, in the event that Customer logs on to the Service 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 the Service without notice to Customer.
- 3.5 To the extent that the Service 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 the Service, but Customer shall still be liable to pay any service fees during such suspension.
- 3.6 Customer indemnifies MWEB Business against any damage, loss, cost or claim which he/she/it may suffer or incur arising from the suspension or termination of the Service.



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### 4. SERVICE FEES

- 4.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.
- 4.2 Customer shall by using the "Add-2-Account" functionality on the Service Website upgrade to another Shared Webhosting and/or Database Hosting package as envisaged in clause 6.3 below.
- 4.3 MWEB Business shall bill the Service Fees to the account Customer has with MWEB Business for the Service.

### 5. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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

### 6. TERMS AND CONDITIONS SPECIFIC TO THE SERVICE

- 6.1 Customer shall only be entitled to host one website per Shared Webhosting service. However, Customer shall be entitled to host multiple databases per Database Hosting service.



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- 6.2 MWEB Business shall provide Customer with the Disk Space more fully described in the Application Form on a Server in order to host Customer's website and/or database, on such platform as selected in the Application Form.
- 6.3 Customer acknowledges and agrees that should he reach the allocated Disk Space, Customer will not be able to upload any file to his website and/or database. Customer is therefore advised to upgrade to another Shared Webhosting and/or Database Hosting package.
- 6.4 Customer acknowledges and agrees that MWEB Business does not guarantee that Customer will not be able to upload any file should his allocated Disk Space be reached. MWEB Business shall therefore be entitled to charge Customer the additional fee set out in the Application Form for such excess space used.
- 6.5 In the case of Shared Webhosting, the maximum traffic allocation to Customer's website shall be as set out in the Application Form. Customer acknowledges that any traffic in excess thereof will be subject to additional payment by Customer as set out in the Application Form or Service Website.
- 6.6 MWEB Business undertakes to use reasonable endeavours to ensure that Customer's Disk Space is secure to prevent unauthorized access.
- 6.7 MWEB Business shall, as part of the Service and if required by Customer, make available on the Service Website log files (which are only limited to traffic usage statistics), relating to Customer's use of the Service. MWEB Business does not guarantee that the log files will be up-to-date, correct and/or error free and should there be any discrepancy between the log files and the invoice, the invoice will prevail.
- 6.8 In the case of Shared Webhosting, Customer acknowledges that MWEB Business shall only be obliged to keep the website log files relating to Customer's website for a period of 3 (three) consecutive months calculated from the date of the first billing month and thereafter, MWEB Business shall only keep a summary of Customer's website log files for a period of 3 (three) years. It is therefore Customer's responsibility to query any website log files within a period of 3 (three) consecutive months failing which, Customer will only be provided with a summary of the website log files to clarify and/or respond to any query.
- 6.9 Customer acknowledges that the specifications of the Server is known to him and accepts that the Server is suitable for the purpose of rendering the Service to him. MWEB Business will in its sole discretion, and without being under any obligation to do so, maintain, and/or upgrade the Server, which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorizes MWEB Business to implement any of the above, as and when it deem fit. Although MWEB Business will use its reasonable endeavours not to affect the Service or the hosting of any content, application, and/or data of whatever nature MWEB Business, expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages which arise or may arise out of such maintenance and/or upgrades.
- 6.10 Customer agrees that any software, application and/or component required and loaded by Customer or loaded on behalf of Customer for the website and/or database will be his own responsibility and is loaded at



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his sole risk and responsibility. Customer shall indemnify MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on his website and/or database.

6.11 Notwithstanding the provisions of clause 6.10 above, Customer acknowledges that MWEB Business will be entitled, but without having any obligation to do so: (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on or for the website and/or the database; and (ii) have the right to: (a) disallow the installation of any software, application and/or component required by Customer; (b) suspend Customer's website and/or database and/or access to his website and/or database without notice to Customer should Customer install any software, application and/or component which may affect the security or operation of MWEB Business' server and network infrastructure; and/or use and/or access to the Service by MWEB Business' customer's. Customer shall indemnify MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on its website and/or database.

6.12 The licensing of all installed software, application and/or component contemplated in clauses 6.10 and 6.11 shall be the sole responsibility of Customer. Without limiting MWEB Business' rights, any failure to license such software and/or applications correctly may result in the termination and/or suspension of the Agreement and/or any services including the Service and Customer furthermore indemnifies MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's failure to license the software and/or applications correctly and/or at all. MWEB Business retains the right to carry out routine checks to validate such software license agreements.

6.13 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed in terms of clause 6.10, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. MWEB Business shall provide Customer with technical support relating to FTP in the case of Shared Webhosting and database access details consisting of database name, database username and database password in the case of Database Hosting, but in both instances in the form of connectivity checks only.

6.14 Customer acknowledges that the Service does not include the development, maintenance and/or FTP or uploading of the Customer's website and/or database in any way whatsoever.

6.15 Customer shall when accessing and/or using the Service: (i) comply with any applicable laws and regulations; and (ii) remain solely responsible for: (a) securing all necessary licenses, consents, and/or permissions for the publication and/or use of the data and/or content or any part thereof, including without limitation all trademarks, logos, names and branding contained therein; (b) ensuring that its use, publication and display of the data and/or content will not infringe any copyright, trademark, patent, trade secret or other proprietary or intellectual property right of any third party or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any third party; (c) the quality and performance of any



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aspect of the Customer's website and/or database, data and/or content thereof; (d) ensuring that its website and/or database, data and/or content thereof remains current, correct and up-to-date; (e) the modification and/or enhancement to its website and/or database, data and/or content thereof; (f) dealing with persons who access Customer's website and/or database, data and/or content and shall not refer any complaints or enquiries relating to such website and/or database, data and/or content to MWEB Business; and/or (g) ensuring that the website and/or database, data and/or content is and will at all times remain free from computer viruses, worms, Trojan horses and other malicious code.

6.16 MWEB Business shall not be responsible for the Customer's website and/or database, data and/or content displayed, contained and/or published on Customer's website and/or database. Customer furthermore agrees that MWEB Business has no interest in the contents and/or data of Customer's website and/or database hosted in terms of the Service and agrees that nothing that MWEB Business does in the performance of its obligations in terms of the Service shall be construed as an assumption of responsibility or liability by for any content and/or data displayed or published on Customer's website and/or database whether or not MWEB Business had knowledge of such data and/or content or not. Without limiting the generality of the Terms 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 display and/or publication of any content and/or data on Customer's website and/or database hosted in terms of the Service.

It shall be Customer's sole responsibility to do back-ups of its content/data hosted in terms of the Service. MWEB Business shall not be liable for any loss of content or data, whatsoever.