



Product Terms

WIFI

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 WIFI 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 WIFI 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 “**Access Services**” means Leased Line Services, ADSL Services and/or any other connectivity services that may be bundled with WIFI Services and/or any other product;
 - 1.5.2 “**ADSL**” means the ADSL Services MWEB Business provides to Customer subject to the ADSL Product Terms;
 - 1.5.3 “**Application Form**” means the application form completed and signed by Customer for the initiation of Access Services, as same may be amended from time to time in terms of the Agreement;
 - 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 “**Hot Spot**” means MWEB Business’ wifi connectivity points set up at Mug & Bean, OR Tambo International Airport, Cape Town International Airport, Durban International Airport and/or any other hot spot selected by MWEB Business and communicated to Customer from time to time;
 - 1.5.6 “**Leased Line**” means the Leased Line Services MWEB Business provides to Customer subject to the Leased Line Product Terms;
 - 1.5.7 “**Telkom**” means Telkom SA Limited and/or any appropriate replacement or successors; and



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1.5.8 “WIFI” means the Services MWEB Business bundles with Access Services to enable Customer to have connectivity to the Internet via the Hot Spot.

2. DURATION

- 2.1 WIFI Services shall commence with effect from the activation of the Access Services and shall endure for the duration of the Access Services selected by Customer in the Application Form. Any provision regarding the termination of the Access Services shall automatically apply to the WIFI Services. 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 Upon termination of the WIFI Services for any reason whatsoever, MWEB Business shall notwithstanding the provisions of the General Terms, immediately suspend Customer’s access and/or use of the WIFI Services.
- 2.3 In the event of a termination, Customer’s use of WIFI Services shall be deemed terminated. However, in the event that Customer logs on to WIFI Services 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 WIFI Services without notice to Customer.
- 2.4 To the extent that the Access Services and/or WIFI 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 the WIFI Services.

3. SERVICE FEES

- 3.1 No monthly subscription fee is payable for the WIFI Services. Service Fees shall constitute the relevant WIFI minutes purchased by Customer via <http://wifi.mweb.co.za> (hereinafter referred to as the “Service Website”).
- 3.2 Customer shall:
 - 3.2.1 pay the Service Fees upfront by selecting the relevant pre-paid package on the Service Website and
 - 3.2.2 make payment by way of credit card; or
 - 3.2.3 by using the “Add-2-Account” functionality on Customer interface bill the Service Fees to the account the Customer has with MWEB Business for other Services.



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3.3 Customer acknowledges and agrees that the “Add-to-Account” functionality is only available should he/she/it pay his/her/its Service Fees for other Services by way of debit order.

3.4 MWEB Business reserves the right to limit the amount of pre-paid credit purchases, as it may deem fit.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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

4.2 Although MWEB Business uses reasonable care and diligence to ensure that WIFI 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 WIFI 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 WIFI 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 WIFI and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of WIFI by other customers; (ii) the Internet; (iii) limitations upon national and/or international bandwidth capacity; (iv) telecommunication service operator failures, which includes telecommunication links and line failures; (v) mobile telecommunication service operator 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 Customer and/or his/her/its systems, software, network and/or equipment which has an impact on WIFI; (xi) environmental conditions; (xii) availability of the Access Services and/or Hot Spot; and (xiii) any other action, omission and/or failure not within MWEB Business' control which has an impact on WIFI Services.

5. TERMS AND CONDITIONS SPECIFIC TO WIFI SERVICES

5.1 MWEB Business shall with effect from the activation of the Access Services, provide Customer with access to the WIFI Services subject to the terms and condition set out herein and the Access Services terms.

5.2 Customer acknowledges and agrees that:

5.2.1 access to WIFI Services is provided by MWEB Business if Customer has subscribed for any of the Access Services;

5.2.2 WIFI Services are only accessible at the Hot Spot;

5.2.3 MWEB Business will with effect from the activation of the Access Services and on a monthly basis provide Customer with the free WIFI minutes specified in the Application Form;



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- 5.2.4 Should Customer use all the allocated WIFI free minutes, Customer will only be able to access the WIFI Service provide he/she/it purchases further WIFI minutes as envisaged in clause 3 above;
- 5.2.5 he/she/it will use the Customer Identifiers used to access the Access Services in order to access and/or use the WIFI Services
- 5.2.6 in the event that the Customer Identifiers are compromised, Customer will immediately notify MWEB Business and change his/her/its Customer Identifiers;
- 5.2.7 Customer will not attempt to circumvent MWEB Business's user authentication process or engage in attempts to access the network where not expressly authorised to do so;
- 5.3 Without limiting the generality of the General Terms and Use Policies, Customer:
- 5.3.1 agrees not to use WIFI Service for any unlawful, abusive or any other purpose including, without limitation, using WIFI in any manner that: (i) interferes with MWEB Business' ability to provide WIFI Service and/or Access Services or any other service to its customers; (ii) results in excessive usage inconsistent with the normal business usage patterns; and/or (iv) infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act;
- 5.3.2 agrees not to use WIFI Service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 5.3.3 undertakes to use WIFI Service 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 WIFI Service in whole or in part in any way whatsoever to any third party without MWEB Business' prior written consent.
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