



Product Terms

WebMarshal Content Filter

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 WebMarshal Content Filter 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 WebMarshal Content Filter 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 WebMarshal Content Filter, as same may be amended from time to time in terms of the Agreement;
 - 1.5.2 “**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”; and
 - 1.5.3 “**WebMarshal Content Filter**” means the Services MWEB Business renders to Customer in accordance with Customer’s selection, as indicated on the Application Form and/or any annexure thereto, under such heading or description whereby web browsing of Customer’s web browsers are restricted in accordance with Customer’s instructions.

2. DURATION

- 2.1 WebMarshal Content Filter shall commence on the date of activation of the WebMarshal Content Filter 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 WebMarshal Content Filter 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.



Product Terms

WebMarshal Content Filter

- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, WebMarshal Content Filter shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate WebMarshal Content Filter in accordance with the General Terms.
- 2.4 Notwithstanding the provisions of clauses 2.2 and 2.2 above, MWEB Business shall be entitled to terminate the WebMarshal Content Filter Service at any time without incurring any liability of whatsoever nature should:
- 2.4.1 MWEB Business' relationship with Marshal Limited and 10NET be terminated;
- 2.4.2 10NET loose its distribution rights in South Africa;
- 2.4.3 MWEB Business decides in its sole discretion to stop offering WebMarshal Content Filter Service to its customers; and/or
- 2.4.4 MWEB Business decides in its sole discretion to stop offering WebMarshal Content Filter to its customers.
- 2.5 In the event of a termination, Customer's use of WebMarshal Content Filter shall be deemed terminated. However, in the event that Customer logs on to WebMarshal Content Filter 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 WebMarshal Content Filter without notice to Customer.
- 2.6 To the extent that WebMarshal Content Filter 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 WebMarshal Content Filter, 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 WebMarshal Content Filter on a 24 (twenty four) hour per day basis on each and every day for the continued duration of WebMarshal Content Filter.



Product Terms

WebMarshal Content Filter

- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that WebMarshal Content Filter 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 WebMarshal Content Filter 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 WebMarshal Content Filter 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 WebMarshal Content Filter and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of WebMarshal Content Filter 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 WebMarshal Content Filter; and (xi) any other action, omission and/or failure not within MWEB Business' control which has an impact on WebMarshal Content Filter.

5. TERMS AND CONDITIONS SPECIFIC TO WEBMARSHAL CONTENT FILTER

- 5.1 Customer acknowledges and agrees that Leased Line Services of MWEB Business is a prerequisite to subscribe to WebMarshal Content Filter.
- 5.2 Customer acknowledges and agrees that should its web browsers have Internet access via anything else other than the Leased Line Services, contemplated in clause 5.1 then MWEB Business' ability to provide WebMarshal Content Filter will be severely impacted.
- 5.3 Customer acknowledges that he/she/it is aware of the nature of WebMarshal Content Filter and accordingly agrees that the specifications and operation of WebMarshal Content Filter are known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.
- 5.4 MWEB Business grants Customer, for the duration of WebMarshal Content Filter, a limited, non-perpetual, non-exclusive, non-transferable license to use WebMarshal Content Filter, which includes any software associated with it, in accordance with the provisions of the Agreement, including these Product Terms and/or in terms of instructions provided to Customer by MWEB Business from time to time.
- 5.5 Customer may from time to time request MWEB Business to make amendments to the restrictions/permissions Customer has in place in terms of WebMarshal Content Filter.



Product Terms

WebMarshal Content Filter

- 5.6 Customer undertakes to use WebMarshal Content Filter 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 WebMarshal Content Filter in whole or in part in any way whatsoever to any third party.
- 5.7 Customer acknowledges that all title and intellectual property rights in WebMarshal Content Filter, including training and/or user manuals, provided to Customer is owned by and shall remain vested in MWEB Business, its licensors or suppliers, as the case may be. Except if otherwise agreed, the Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble WebMarshal Content Filter or any portion thereof, including any software associated with it in any way whatsoever and shall only use it for the purpose it is supplied.
- 5.8 MWEB warrants that, to the best of its knowledge, WebMarshal Content Filter does not infringe upon or violate any Intellectual Property Rights of any third party.
- 5.9 Although MWEB Business shall use the necessary skill and diligence when attending to the performance of any functions/tasks contemplated in these WebMarshal Content Filter Product Terms and without limiting the generality of the General Terms, MWEB Business expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages, including claims from third parties, which arise or may arise out of WebMarshal Content Filter or MWEB Business not restricting or blocking selected content, data or browsing, as requested by Customer or caused because of such restrictions of blocking of content, data or browsing.
- 5.10 Customer specifically agrees that it shall not;
- 5.10.1 circumvent any component and/or process of WebMarshal Content Filter or cause it to be done in any way whatsoever; and
- 5.10.2 use/ access WebMarshal Content Filter or cause it to be used and/or accessed in any way other than authorised by MWEB Business in terms of these Product Terms.



Product Terms

WebMarshal Content Filter

5.11 Customer accepts full responsibility for the browsing of its web browsers. Customer furthermore agrees that MWEB Business has no interest in the contents of any such browsing and agrees that nothing that MWEB Business, its licensors or its suppliers do in the performance of its/their obligations in terms of WebMarshal Content Filter shall be construed as an assumption of responsibility or liability by MWEB Business, its licensors or suppliers of the content or data that Customer's web browsers access whether or not MWEB Business its licensors or suppliers had knowledge of such content or data. Without limiting the generality of the General Terms, Customer indemnifies MWEB Business, its licensors or suppliers and agrees to hold MWEB Business, its licensors or suppliers harmless from and against any costs, losses, harm, liabilities, expenses, damages, fines or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill or legal fees on an attorney and own client scale, directly and/or indirectly suffered or incurred by MWEB Business or for any such claims instituted against MWEB Business by a third party, arising out of or relating to the content /data of Customer and/or its web browsers insofar as it may be connected to WebMarshal Content Filter or any function of it.