



MWEB Migration Application

Online Application

LEGAL DOCUMENTATION REQUIRED FOR SIGN-UP (Please include the following with this form):

1. A certified copy of your South African Identity Document or South African Passport
- Please ensure that this Application Form is completed in FULL and SIGNED upon return.

NB. Completing this form

1. Complete sections A and C
2. IF you are applying for a **Business**, please complete sections A, B and C.

A. Account Details (Please complete this IN FULL, IN BLOCK LETTERS AND BLACK INK)

TITLE	<input type="text"/>	FIRST NAME(S):	<input type="text"/>	LAST NAME(S):	<input type="text"/>
IDENTITY NUMBER / SA PASSPORT NUMBER:	<input type="text"/>	DATE OF BIRTH: (DD / MM / YYYY)	<input type="text"/>	TEL NUMBER: (Home)	<input type="text"/>
TEL NUMBER: (Work)	<input type="text"/>	MOBILE NUMBER:	<input type="text"/>	FAX NUMBER:	<input type="text"/>
RESIDENTIAL ADDRESS:	<input type="text"/>	POSTAL ADDRESS: (Invoice to)	<input type="text"/>		
	<input type="text"/>		<input type="text"/>		
	<input type="text"/>		<input type="text"/>		
		CODE:	<input type="text"/>	CODE:	<input type="text"/>

B. Details of Company (if applicable)

COMPANY NAME:	<input type="text"/>	TRADING NAME: (If applicable)	<input type="text"/>
VAT NUMBER:	<input type="text"/>	HOLDING COMPANY:	<input type="text"/>
TYPE OF BUSINESS:	PUBLIC COMPANY <input type="checkbox"/> (PTY) LTD <input type="checkbox"/> CC <input type="checkbox"/> PROFESSIONAL PARTNERSHIP <input type="checkbox"/> OTHER <input type="checkbox"/>	TRADING FOR:	YEARS <input type="text"/> MONTHS <input type="text"/>
NATURE OF BUSINESS:	<input type="text"/>	Contact e-mail address	<input type="text"/>
PREMISES:	OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> LANDLORD'S NAME: <input type="text"/>	TEL NUMBER:	<input type="text"/>
RESIDENTIAL ADDRESS:	<input type="text"/>	PERIOD AT ADDRESS:	YEARS <input type="text"/> MONTHS <input type="text"/>
	<input type="text"/>	CONTACT PERSON:	<input type="text"/>
	<input type="text"/>	TEL NUMBER:	<input type="text"/>
	CODE: <input type="text"/>	MOBILE NUMBER:	<input type="text"/>

C. E-mail Address

MWEB E-MAIL ADDRESS: @mweb.co.za

Customer Number:

Please write your initials here:



MWEB Application for ADSL All Inclusive

ADSL Product List and Prices

Please Choose ONE ADSL Product

NB. If you are migrating your ADSL line to MWEB, please select a product in the applicable product grouping according to your existing ADSL line speed

Please choose one of our month-2-month All Inclusive Bundle options below:

This includes ADSL line rental and ADSL data cap only

Current Deals:

* DSL up to 384kbps line + 1 Gig ADSL Cap. Pay only R145.00 p/m for the first 6 months, R199.00 p/m thereafter.

** DSL up to 384kbps line + 1 Gig ADSL Cap including Dial-up connection. Pay only R185.00 p/m for the first 6 months, R239.00 p/m thereafter.

ADSL Base Cap	Line Speeds					
	Up to 384kbps		Up to 512kbps		Up to 4096kbps	
1 Gig	* R 145.00 p/m		R 399.00 p/m		R 499.00 p/m	
1 Gig + Dial-up	** R 185.00 p/m		R 439.00 p/m		R 539.00 p/m	
3 Gig	R 279.00 p/m		R 469.00 p/m		R 539.00 p/m	
3 Gig + Dial-up	R 319.00 p/m		R 509.00 p/m		R 579.00 p/m	
5 Gig	R 399.00 p/m		R 549.00 p/m		R 579.00 p/m	
7.5 Gig	R 629.00 p/m		R 769.00 p/m		R 819.00 p/m	
10.5 Gig	R 799.00 p/m		R 979.00 p/m		R 1049.00 p/m	
13.5 Gig	R 999.00 p/m		R1179.00 p/m		R 1249.00 p/m	
UNSHAPED ADSL Bundles						
1 Gig	R 299.00 p/m		R 459.00 p/m		R 539.00 p/m	
1 Gig + Dial-up	R 339.00 p/m		R 499.00 p/m		R 579.00 p/m	
4 Gig	R 549.00 p/m		R 679.00 p/m		R 749.00 p/m	

*PLEASE NOTE:

- You will receive **10 Gig of Local-Only** data per month **FREE** as part of your ADSL Base Cap
- Once you've exhausted your free 10 Gig local only data, you will be charged R0.03 per MB thereafter

Delivery Information (Please complete this IN FULL, IN BLOCK LETTERS AND BLACK INK)

DELIVERY ADDRESS:

Name of Building / Company / Flat:

Street Address:

Suburb:

City:

CODE:

SPECIAL DELIVERY INSTRUCTIONS: (Office hours only)

DELIVER TO: WORK: HOME: OTHER:

Please write your initials here:



MWEB ADSL LINE RENTAL MIGRATION AGREEMENT

BUILDING NAME & NUMBER:

STREET NAME & NUMBER:

SUBURB:

TOWN:

POSTAL CODE:

BUSINESS REGISTRATION NUMBER:

VAT REGISTRATION NUMBER:

MWEB E-MAIL ADDRESS:

TEL NUMBER (WORK):

Customer Details

Current ADSL Telephone number:

Current ADSL Access Line Speed

(Please select your current line speed by marking the appropriate box with an 'X')

DSL up to 384kbps: DSL up to 512kbps: DSL up to 4096kbps:

Declaration

- I consent that MWEB may apply for an ADSL line on my behalf.
- I agree that upon Telkom's confirmation, the agreement between myself and Telkom in respect of my existing ADSL line will terminate, and a new agreement for the provisioning of an ADSL service will come into place between myself and MWEB.
- I confirm that MWEB may link the new ADSL Line service to my existing POTS service.
- I give MWEB consent to query any penalties with Telkom in relation to the migration of the ADSL line rental.
- I indemnify MWEB against any claims, damages, costs, expenses or penalties, which may arise from the termination of my existing Telkom ADSL line.
- I have read, understand and agree to Telkom's standard terms and conditions found at <http://www.telkom.co.za/TermsAndConditions/>.
- I have read, understand and agree to the MWEB ADSL service terms.
- I confirm that the information provided in this ADSL Line Rental Migration Agreement is true and correct.
- I warrant that the ADSL line I wish to migrate from Telkom to MWEB is registered in my name or, if the line is registered in the name of another person, I warrant that I am duly authorised to complete and sign this application form on their behalf. Accordingly I indemnify MWEB and hold it harmless from any and all liability and/or costs arising as a result of my not being authorised to migrate the line from Telkom to MWEB.

PRINT NAME:

DATE: (DD/MM/YYYY) / /

AUTHORISED SIGNATURE:

Return to MWEB – Fax: (021) 596 7992 Tel: 08600 32000

[Products Terms and Conditions:](#)

MWEB ADSL Service Terms

Please read the following terms very carefully as they set out your rights and obligations when you subscribe to or use our ADSL Service.

1. ADSL Service Description

We provide an asymmetric digital subscriber line (ADSL) service that enables you to send and receive data and email and to access the Internet using a high-speed connection ("ADSL Service").

2. Introduction

2.1 By using or subscribing to the ADSL Service you agree that you have read, understand and are bound by:

2.1.1 the General Terms and Conditions and other notices under "General" on our Legal notices Webpage;

2.1.2 the terms that apply specifically to the ADSL Service, set out herein and on the ADSL Website (ADSL Service Terms) and the Mailbox Terms and Conditions

(collectively "**the Terms**").

2.2 Your use of the ADSL Service indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and MWEB. If you do not want to be bound by the Terms, you must not use or subscribe to the ADSL Service.

2.3 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

3. Interpretation

In these ADSL Service Terms:

3.1 the singular includes the plural and vice versa;

3.2 amounts exclude VAT unless otherwise stated;

3.3 **ADSL** means an Asymmetric Digital Subscriber Line which transmits your data onto the Telkom network;

3.4 **ADSL Service** or **Service** means the provisioning of ADSL, as described in clause 1 above;

3.5 **ADSL Website** means the website located at: <http://myadsl.mweb.co.za>;

3.6 **Agreement** means the Application Form and the terms and conditions referred to in clause 2.1 in terms of which the ADSL Service is provided to you;

3.7 **Application Form** means the document in terms of which you apply for the Service, select your desired Cap and provide related information to us;

3.8 **Auto Booster** means the Out of Package Usage, which you can subscribe to, which will then automatically be made available to you every time you reach or exceed your Base Cap;

3.9 **Base Cap** or **Cap** means the amount of international and/or local data, measured in Gigabytes ("GB"), that you would like to send and receive during the course of a calendar month and can be 1GB, 2GB, 3GB, 4GB, 5GB, 7.5GB, 10.5GB or 13.5GB;

3.10 **Base Cap Charge** means the amount which we will charge you for the Base Cap selected by you, as recorded in the Application Form and/or displayed on the ADSL Website;

3.11 **Booster** means the Out of Package Usage that you can purchase from us, as set out in clause 4.3;

3.12 **Fixed Term Agreement** means a contract for the provisioning of the Service for a period of 12 (twelve) months (where applicable);

3.13 **Free Local-only Access** means the 10GB of Local-only Data, that you will be able to send and receive during the course of a calendar month once you have exceeded your Base Cap, **Note this is not applicable to the 1GB data only product**;

3.14 **Installation and bringing into Service Charge** means a once off fee for the costs relating to the set-up and connection of a subscriber to Telkom's network for the ADSL Service;

3.15 **Kbps** means kilobits per second;

3.16 **Local-only Data** means the type of data (or bandwidth) that only allows you access to South African locally hosted websites and content;

3.17 **Meg** means megabyte;

3.18 **Modem** or **Router** means the device which is used to connect your computer to the Telkom Telephone Service, in order to enable the ADSL Service;

3.19 **Out of Package Usage** means data sent or received over and above your Base Cap;

3.20 **Self Install Option** means that you are in a position to complete the part of the ADSL line installation that is required to take place at your premises, yourself;

3.21 **Service Fee** means the amount which we will charge you for the rental of the ADSL and the Cap selected by you, as recorded in the Application Form and/or displayed on the ADSL Website;

3.22 **Telkom** means Telkom SA Ltd;

3.23 **Telkom Resell ADSL Terms and Conditions** means the Telkom Resell ADSL product-specific conditions, which are available at www.telkom.co.za;

3.24 **Telkom Telephone Service** means a fixed access line for making and receiving telephone calls;

3.25 **Unit Price** means the cost per Meg of the Usage Based Booster;

3.26 **Usage Based Booster** means Out of Package Usage for which you will be charged per Meg.

4. ADSL Service Terms

4.1 Pre-requisites

4.1.1 ADSL availability

4.1.1.1 The ADSL Service is not available everywhere;

4.1.1.2 You are responsible for checking that the ADSL Service is available on your Telkom Telephone Service before you subscribe to the ADSL Service.

4.1.2 **Telkom Telephone Service and ADSL.** You are required to have beneficial use of an active Telkom Telephone Service, as well as an ADSL in order to make use of the ADSL Service. You can gain access to an ADSL in one of three ways:

Data Only:

4.1.2.1 engage with Telkom directly for the ADSL rental, under which circumstances:

4.1.2.1.1 Telkom will attend to the installation of the ADSL;

4.1.2.1.2 you will pay an Installation and bringing into Service Charge and a monthly line rental charge directly to Telkom; and

4.1.2.1.3 we will provide the Base Cap to you over the Telkom ADSL network on a month to month basis, for which you will pay us the Base Cap Charge monthly in advance;
or

All Inclusive:

4.1.2.2 rent an ADSL directly from MWEB, under which circumstances:

4.1.2.2.1 you will qualify for the Self Install Option according to the criteria determined by Telkom, as set out on the ADSL Website;

4.1.2.2.2 MWEB will apply to Telkom for the ADSL on your behalf and Telkom will approve your application;

4.1.2.2.3 MWEB may under certain instances supply you with a Modem which is required to enable the ADSL Service. If not provided by MWEB, you need to obtain your own Modem;

4.1.2.2.4 MWEB will provide the ADSL Service to you, over the Telkom ADSL network;

4.1.2.2.5 you will agree to and sign the Telkom Resell ADSL Terms and Conditions;

4.1.2.2.6 you will enter into a monthly Agreement (or in specific instances a Fixed Term Agreement) with us for the provisioning of the ADSL Service;

4.1.2.2.7 you will be liable to make payment to us of the Service Fee as provided for in clause 4.2;

4.1.2.2.8 you acknowledge that an ADSL procured in this manner will have one of 3 (three) line speeds: up to 384 Kbps; up to 512 Kbps; or up to 4096 Kbps;

or **Please write your initials here:**

4.1.2.3 transfer your existing Telkom ADSL to MWEB, under which circumstances:

4.1.2.3.1 you will consent in writing that MWEB may terminate your existing ADSL with Telkom and that we may transfer your ADSL to MWEB;

4.1.2.3.2 you agree to rent the ADSL from MWEB and agree that MWEB will provide you with a Cap;

4.1.2.3.3 you will be liable to make payment to us of the Service Fee as provided for in clause 4.2; and

4.1.2.3.4 you indemnify MWEB against any damages or penalties which may arise from the termination of your existing Telkom ADSL.

4.1.3 Installation of ADSL

Should you qualify to receive the ADSL Service and reside within an ADSL-enabled exchange area, Telkom is required to install the ADSL Service within 30 (thirty) business days of receipt of your application for the ADSL Service.

4.2 Billing

4.2.1 You will pay the Base Cap Charge or the Service Fee, as the case may be, to MWEB monthly in advance by way of debit order, on or before the 1st day of each and every calendar month.

4.2.2 Billing will commence on the Activation Date.

4.2.3 **Data Only** (you pay MWEB for your Base Cap and Telkom for your ADSL line rental and Telkom Telephone Service):

4.2.3.1 If you signed up or switched over to this product by or before the 15th of the month, your first bill will include the full subscription for that month plus the subscription for the following month.

4.2.3.2 If you signed up after the 15th of the month, your first bill will include half the subscription for the first month and the full subscription for the following month. You will still get your full data cap in the first month.

4.2.4 **All Inclusive** (you pay one bill to MWEB for your Base Cap and ADSL line rental – please note this does not include the cost of your Telkom Telephone Service):

4.2.4.1 Your first bill is pro rata; you're charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month. You'll receive your full data cap for the month.

4.2.5 You will be liable for the charges of any Telkom technician who is dispatched to your premises at your instance, save for Telkom ADSL network related matters, which will be free of charge.

4.3 Measures to control Out of Package Usage

4.3.1 We have measures available to limit your access to the ADSL Service when you reach or exceed your Base Cap, which are implemented subject to the provisions of clause 4.3.4.4.

4.3.2 Where you reach or exceed your Base Cap, (except if you subscribed to a 1GB data only product) you will only be able to use the ADSL Service to access Local-only Data up to your Free Local-only Access limit. Once you have used your Free Local-only Access, you will be charged 3c (three cents) per Meg for any further Local-only Data used. You will however have no access to international websites or content until the start of the next month, unless you do one of the following things: buy a Booster; use a dial-up service; or increase your Base Cap to a higher GB factor.

4.3.3 If you subscribed to the 1GB data only product: where you reach or exceed your Base Cap, you will be charged 3c (three cents) per Meg for any further Local-only Data used. You will however have no access to international websites or content until the start of the next month, unless you do one of the following things: buy a Booster; use a dial-up service; or increase your Base Cap to a higher GB factor.

The different Booster options are discussed below:

4.3.4 **OPTION 1:** Buy a booster either online or via our call centre:

4.3.4.1 Three types of boosters are available:

4.3.4.1.1 **The Hard Cap Booster** (if you are an existing subscriber);

i) You may buy a 1.5GB or 3.5GB Booster; or if you are subscribed to our Unshaped ADSL products, a 1GB or 3GB Unshaped booster

ii) It lies within our discretion to limit the number of Hard Cap Boosters that you may use in any given month.

4.3.4.1.2 **The Auto-Booster**

You may only subscribe for one Auto Booster per month.

4.3.4.1.3 **Usage Based Booster** (if you are a new subscriber or an existing subscriber who selects this option, or should you fail to select any option)

i) The Usage Based Booster will kick in automatically once you reach your Base Cap.

ii) You will be able to obtain Out of Package Usage under this option up to 5 GB (the "5 Gig Safety Lock").

iii) Every time that you reach the 5 Gig Safety Lock, you will be required to settle your account for the Out of Package Usage immediately, whereupon you will become eligible to use another 5GB.

iv) Should you fail to settle your account once you reach the 5 Gig Safety Lock, we will not make another Usage Based Booster available to you, and we will bill you in arrears for the Out of Package Usage.

v) We reserve the right to change the limit of the Safety Lock from time to time.

4.3.4.2 PRICING

4.3.4.2.1 The prices for the different Hard Cap Boosters, the Auto Booster, and the Unit Price for the Usage Based Boosters are available on the ADSL Website.

4.3.4.2.2 We reserve the right to change these prices from time to time.

4.3.4.3 UNUSED DATA CAPACITY

4.3.4.3.1 You can cancel any Booster that you have bought, save for the Usage Based Booster, if you have not used the Booster at all. In that case, we will refund you the charges for the Hard Cap Booster or the Auto Booster (as the case may) but not in respect of the Usage Based Booster.

4.3.4.3.2 Data capacity under a Hard Cap Booster or the Auto Booster (as the case may) but not in respect of the Usage Based Booster, which was not used during the course of a month, will be carried over to the next month for use during that month, but that month only. Under such circumstances, you will first use your Base Cap, and then the Booster data capacity, which was carried over.

4.3.4.4 DISCLAIMER

4.3.4.4.1 Because of the nature of the ADSL sessions, and because ADSL is a session based technology, we do not guarantee the efficiency of the measures available to limit your usage as contemplated in this clause 4.3, including without limitation the 5 Gig Safety Lock.

4.3.4.4.2 We accordingly do not accept responsibility if you exceed your Base Cap, and we will charge you for Out of Package Usage at our prevailing rates.

4.3.4.4.3 You are therefore responsible for monitoring and controlling your use of the ADSL Service.

4.3.5 OPTION 2:

4.3.5.1 Use a dial-up service if you have subscribed for this.

4.3.5.2 If you have selected the 5GB, 7.5GB, 10.5GB or 13.5GB Base Cap, the dial-up service is automatically included in your ADSL Service at no additional charge.

4.3.5.3 If you have selected the 1GB, 2GB or 3GB Base Cap, you may choose to add the dial-up service at an additional monthly charge.

4.3.5.4 The additional charges are displayed on the ADSL Website. We reserve the right to change the charges from time to time.

4.3.6 OPTION 3:

4.3.6.1 Increase your Base Cap to a higher GB factor.

4.3.6.2 If you regularly exceed your Base Cap, you should consider increasing your Base Cap.

4.3.6.3 You may increase (or decrease) your Base Cap with effect from the first day of the month following the month in which you requested such increase (or decrease) against payment of the relevant charges, as displayed on the ADSL Website.

4.4 Monitoring usage

4.4.1 As stated above, we have a computer system that measures your usage of the ADSL Service to determine if and when you reach your Base Cap.

4.4.2 Because your access to the ADSL Service will be restricted when you reach your Base Cap, it is important that you monitor your usage of the ADSL Service by using our cap aids and alerts (see below).

4.4.3 Notwithstanding the measures which we will use to monitor your usage, you acknowledge and agree that you are responsible for monitoring and controlling your use of the ADSL Service.

4.4.4 We provide three monitoring measures, currently free of charge that will assist you to keep track of your ADSL Service usage:

4.4.4.1 **ADSL Website:**

this will provide you with guidelines to help you to monitor your use of the ADSL Service online, and enables you to buy Boosters, and to manage your SMS cap alerts.

4.4.4.2 **SMS and email alert:**

4.4.4.2.1 When you subscribe to or start using the ADSL Service you will be asked whether you wish to receive SMS alerts.

4.4.4.2.2 In respect of your Base Cap: We will send you SMSs and/or emails at regular intervals to inform you how much of your Base Cap you have used. MWEB will send you SMSs and emails from time to time at its discretion.

4.4.4.2.3 In respect of the Usage Based Boosters: We will send you an e-mail alert for each R100 (one hundred Rand) Meg increment of Out of Package Usage you have used.

4.4.5 **DISCLAIMER**

4.4.5.1 Because of the nature of the ADSL sessions, and because ADSL is a session based technology, we do not guarantee the efficiency of the measures available to limit or monitor your usage as contemplated in this clause 4.4.

4.4.5.2 We accordingly do not accept responsibility if you exceed your Base Cap, and we will charge you for Out of Package Usage at our prevailing rates.

4.4.5.3 You are therefore responsible for monitoring and controlling your use of the ADSL Service

4.5 **Concurrency**

4.5.1 You may only have the following connections to the ADSL Service at any given time:

4.5.1.1 If your account has a 1GB Base Cap, you may only have:-

4.5.1.1.1 1 (one) ADSL connection; and

4.5.1.1.2 1 (one) dial-up connection (if applicable) (analogue or 64K ISDN only) to Telkom's network at any given time.

4.5.1.2 If your account has a 2GB Base Cap, you may only have:-

4.5.1.2.1 2 (two) ADSL connections; and

4.5.1.2.2 1 (one) dial-up connection (if applicable), to the network at any given time.

4.5.1.3 If your account has a 4GB Unshaped, or 3GB, 5GB, 7.5GB, 10.5GB or 13.5GB Shaped Base Cap, you may only have:-

4.5.1.3.1 3 (three) ADSL connections; and

4.5.1.3.2 1 (one) dial-up connection (if applicable), to Telkom's network at any given time.

4.5.2 You may increase or reduce the number of concurrent connections on your ADSL Service, subject to the limitations detailed in clause 4.5.1, by accessing the ADSL Website and making the necessary changes.

4.6 **Exceeding your Cap and blacklisting**

4.6.1 From time to time, in any given month, we may in our sole discretion allow you to exceed your Base Cap without stopping your access to the ADSL Service.

4.6.2 However, if we allow you to exceed your Base Cap in this manner, it will merely constitute a temporary indulgence on our part. It will not constitute a waiver of any of our rights, including (without limitation) our right to stop your access to the ADSL Service if you exceed your Base Cap at any time in the future.

4.6.3 If you exceed your Base Cap, we reserve the right in our sole discretion to recover from you the cost of the amount of data by which you have exceeded your Base Cap.

4.6.4 If you exceed your Base Cap regularly, we reserve the right in our sole discretion to "blacklist" you. In that case, we will measure your usage of the

ADSL Service very carefully and stop your access to the ADSL Service promptly every time you exceed your Base Cap.

5 Duration and termination of the Agreement

5.1 Subject to the provisions of clause 3.8 of the General Terms and Conditions this Agreement commences on the Effective Date and will terminate:

5.1.1 in the case of a Fixed Term Agreement: upon the expiry of a period of 12 (twelve) months following the Activation Date ("the Initial Period"). At the end of the Initial Period, the Agreement will automatically renew and will continue on a month to month basis ("the Renewal Period"). You may terminate the Agreement during the Renewal Period by giving us 1 (one) calendar month's written notice, which notice will take effect on the first day of the month immediately following the end of the 1 (one) month notice period; or

5.1.2 in the case of a month to month arrangement: upon receipt in writing from you of 1 (one) calendar months notice, which notice will take effect on the first day of the month immediately following the end of the 1 month notice period; or

5.1.3 on the date specified in a notice in writing from us which we may give to you in the event of the termination of the agreement between us and Telkom relating to the ADSL Service.

5.2 You agree to pay the Service Fee for the remainder of the 12 (twelve) month term, as well as any other amounts due by you to us under this Agreement, in the event of the early termination by you of the Fixed Term Agreement. Early termination will be accepted on 30 (thirty) days prior written notice to us.

5.3 We reserve the right to suspend the provisioning of the Service to you in terms of clause 8.5.3 of the General Terms and Conditions or as a result of a breach by you of the Agreement, or as a result of your non-payment to Telkom of any amounts due to Telkom in respect of your Telkom Telephone Service. You will, however, under these circumstances be able to be reconnected to the Service upon payment of a re-activation fee.

5.4 We will always use reasonable endeavors to notify you in advance of the suspension or termination of the ADSL Service as contemplated above.

5.5 You indemnify us against any damage, loss, cost or claim which you may suffer or incur arising from the suspension or termination of the ADSL Service.

6 ADSL Acceptable Use Policy

6.1 You will only use the ADSL Service for purposes that are lawful and for which it was designed.

6.2 You will not use the ADSL Service, directly or indirectly, in a way that:

6.2.1 is harmful, obscene, discriminatory, defamatory or illegal;

6.2.2 constitutes hate speech, incitement to commit criminal acts, or invasion of privacy; infringes copyright or other intellectual property rights;

6.2.3 spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;

6.2.4 interferes with any third party's use of the ADSL Service;

6.2.5 transmits unsolicited bulk messages ("spam");

6.2.6 obtains information about or from third parties;

6.2.7 causes your Cap to be regularly exceeded;

6.2.8 otherwise breaches the Terms or the Agreement; or

6.2.9 in MWEB's sole discretion constitutes abuse of the ADSL service or of MWEB's system.

6.3 We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour unless you are on an unshaped ADSL Service.

7 Disclaimer

7.1 We use the Telkom ADSL network to provide the ADSL Service. We accordingly provide the ADSL Service subject to the limitations and terms imposed on us by Telkom, which includes the actual availability of the Telkom network.

- 7.2 We will always try to provide the Service to the best of our ability. However, we provide the ADSL Service "as is" and "as available" and do not warrant or guarantee that the Service is free of errors or interruptions, is always available, is fit for any purpose, does not infringe any third party rights, is secure and reliable, or will conform to your delivery timeline requirements.
- 7.3 We also do not warrant that we will always be in a position to obtain an ADSL for you from Telkom, or that Telkom will continue to make the ADSL used by you available to us for the purposes of this agreement; or that we will always be in a position to lease ADSLs to subscribers as contemplated in clause 4.1.2 above.

8 Limitation of Liability

- 8.1 You subscribe to and use the ADSL Service at your own risk.
- 8.2 We are not liable to you or any third party for, and you hold us harmless and indemnify us against, any damages suffered by you or a third party howsoever arising from your Subscription to or use of the ADSL Service, including (without limitation) any damages suffered by you due to:-
- 8.2.1 any interruption of or error in the ADSL Service; or
- 8.2.2 our failure to fulfill our obligations as a result of uncontrollable events, including without limitation Telkom's neglect, failure or refusal to make, or to continue to make, the ADSLs or the ADSL Service available to us.
- 8.3 In this clause 8:
- 8.3.1 damages means all damages of whatsoever nature and includes (without limitation) all damages, loss, claims or costs, including (without limitation) loss of data, profits or custom, or loss of current or future business whether in contract, delict or otherwise, direct, indirect, special or consequential, foreseeable or not and we were advised of the damages in advance or not; and
- 8.3.2 uncontrollable events means any circumstances beyond our reasonable control, including without limitation, an act of God, of

public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party' including without limitation, Telkom.

9 Warranty

- 9.1 In the event that a Modem / Router is provided to you by MWEB, it will be subject to a 12 (twelve) month manufacturer's warranty. You can find a copy of the manufacturer's warranty at <http://www.mweb.co.za/legalpolicies/tabid/1693/Default.aspx>.
- 9.2 It is your responsibility to make sure that you have read and understand the warranty provided on your Modem and/or Router and you hereby indemnify MWEB against all costs and any claim whatsoever arising from your failure to comply with the manufacturer's warranty.
- 9.3 Should MWEB, in its sole discretion, exchange any Modem and/or your Router, and the manufacturer then establish that any fault or damage to the Modem and/or Router was caused by you, or is not covered under the warranty, you will be billed for such replacement Modem and/or Router.

10 Termination of Network Operator Agreement

- 10.1 You agree that if the agreement between MWEB and its service provider terminates then MWEB may, at its discretion:
- 10.1.1 terminate the provisioning of the Service without liability to you on notice in writing;
- 10.1.2 transfer the provisioning of the Service to a third party service provider and assign this Agreement to such third party; or
- 10.1.3 assign this Agreement to the Network Operator.

Please write your initials here:

Declaration

Please tick the checkboxes to confirm that you understand the following:

- This Application Form must be accompanied by a certified copy of your S.A. ID document and Proof of Address
- I declare that the information given by me is true and correct.
- I have read, understand and agree to be bound by the ADSL Service Terms, the ADSL Line Rental Migration Agreement, as well as the conditions contained in this Application Form.
- I consent to Consumer MWEB requesting and reporting my Confidential Information, Credit and Prescribed Information as defined in the National Credit Information Act, No 34 of 2005 (the "Act"), (herein after "Information") from and to registered credit bureaux in the sharing of such Information by registered credit bureaux and such other persons as contemplated by in the Act, for the prescribed purposes of the Act".
- I understand that the conclusion of an agreement with MWEB is subject to the approval of my credit application.
- No variation or addition to this Application Form will be binding on any of the parties unless recorded in writing and signed by both parties. Activation by MWEB of any services provided to you in terms of this Application Form shall not in any way constitute MWEB's acceptance of any variation or addition to the Application Form or to any of our Terms and Conditions applicable to the services.

PRINT NAME:

AUTHORISED
SIGNATURE:

DATE:
(DD/MM/YYYY)

Return completed form with legal documentation to MWEB SALES via any of the channels listed below:

- Fax: (021) 596 7992
- E-mail: adslrfares@mweb.com

For enquiries, please call MWEB Sales on 08600 32000

Please write your
initials here: