

## MWEB AFRICA - VSAT SERVICES SUBSCRIBER SIGN-UP FORM

| 1. COMPANY / SUBSCRIBER INFORMATION      |  |                       |  |                              |                             |
|--|--|-----------------------|--|------------------------------|-----------------------------|
| Company / Subscriber Name:               |  |                       |  |                              |                             |
| Co Reg No / ID / Passport No:            |  | VAT Reg No:           |  |                              |                             |
| Physical Address:                        |  |                       |  |                              |                             |
| Postal Address:                          |  |                       |  |                              |                             |
|  |  |                       |  |                              | Postal Code:                |
| Billing Address if different from above: |  |                       |  |                              |                             |
|  |  |                       |  |                              | Postal Code:                |
| Telephone Number:                        |  | Mobile Number:        |  |                              |                             |
| Fax Number:                              |  | Current Internet User |  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Current E-mail Address:                  |  |                       |  |                              |                             |

| 2. COMPANY CONTACT INFORMATION  |  |                 |  |
|---------------------------------|--|-----------------|--|
| <b>Financial Contact Person</b> |  |                 |  |
| Name:                           |  | Designation:    |  |
| Telephone Number:               |  | Fax Number:     |  |
| Mobile Number:                  |  | E-mail Address: |  |
| <b>Technical Contact Person</b> |  |                 |  |
| Name:                           |  | Designation:    |  |
| Telephone Number:               |  | Fax Number:     |  |
| Mobile Number:                  |  | E-mail Address: |  |

| 3. PAYMENT METHOD   |                          |                     |                          |
|---|--------------------------|---------------------|--------------------------|
| Direct Branch Deposit   | <input type="checkbox"/> | Electronic Transfer | <input type="checkbox"/> |
|   |                          | Credit Card         | <input type="checkbox"/> |
| <i>Payment is to be made to the following bank account:</i>   |                          |                     |                          |
| Account Holder's Name: Multichoice Africa Limited - VSAT      |                          |                     |                          |
| Bank Name:  | HSBC Bank                | Branch Name:        | Grand Baie, Mauritius    |
| Branch Code:  |                          | Account Type:       | Cheque/Current Account   |
| Account Number:   | 080-073463-021 (USD)     | Swift Code:         | MRMDUS33                 |
| <i>NOTE: Subscription fees are payable monthly in advance</i> |                          |                     |                          |

| 4. SERVICE DETAILS: SELECT ONE CLASS                                    |  |                     |  |                       |  |
|---|--|---------------------|--|-----------------------|--|
| Satellite Internet Product and Service Class:                           |  |                     |  |                       |  |
| Specify Linkstar or IDirect:  |  | Bandwidth into CPT: |  | Bandwidth out of CPT: |  |
| <i>Duration 1 year with automatic renewal of further 1 year periods</i> |  |                     |  |                       |  |
| IDU MAC Address:  |  |                     |  |                       |  |
| E-Mail Address:   |  |                     |  |                       |  |
| IDU Serial Number:  |  |                     |  |                       |  |
| MWA Africa Customer Code:   |  |                     |  |                       |  |

| 5. TERMS AND CONDITIONS   |
|---|
| <p>It lies within the discretion of MWA not to subscribe you to the Service.</p> <p>Subscription to the Service is subject to the terms and conditions contained in Annexure A hereto. Please read the terms and conditions before signing the Sign-Up Form or accepting the online Service Order. By signing the Sign-Up Form or accepting the online Service Order, the Subscriber signifies that he has read and understands the terms and conditions, and agrees to be bound thereby.</p> |

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**ANNEXURE A**  
**TERMS & CONDITIONS OF USE**  
**DRAFT 2 010806**

**1. INTRODUCTION**

- 1.1. MWEB AFRICA ("MWA") has entered into agreements with international satellite providers in terms of which it is entitled to re-sell certain satellite services.
- 1.2. MWA sells VSAT access to a satellite network on a subscription basis, which enables the use of the internet, an e-mail address, e-mail services and such other value added services as MWA may offer from time to time.
- 1.3. The customer intends to become a subscriber to the Service.
- 1.4. MWA grants the customer access to the Service on the terms and conditions that follow below.

**2. INTERPRETATION**

In these terms and conditions of Use:

- 2.1. an expression which denotes: (i) any gender includes the other genders; (ii) a natural person includes a juristic person and vice versa; (iii) the singular includes the plural and vice versa;
- 2.2. the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply to these Terms & Conditions;
- 2.3. unless the context indicates a contrary intention the words and expressions defined in clause 3 shall, throughout these Terms & Conditions, bear the meanings assigned to them in that clause 3 and cognate expressions shall bear corresponding meanings;
- 2.4. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.5. clause headings are included for convenience only and are not to be used in the interpretation hereof.

**3. DEFINITIONS:**

In these terms and Conditions:-

- 3.1. **Abusive Content** means content (including without limitation words and images) which we consider to be defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful or which contains child or violent pornography, content which may be harmful to minors, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights, regardless of whether such content is accessed, transmitted, propagated, distributed, created or stored in a public or private context;
- 3.2. **Agreement** means the Subscriber Sign-up Form and these Terms and Conditions of Use, the on-line Service Order Form, accessible at [www.mwebafrica.com](http://www.mwebafrica.com), and all terms, conditions and policies prescribed by MWA, as may be amended from time to time, which are also available at [www.mwebafrica.com](http://www.mwebafrica.com);
- 3.3. **BUC** means Block Up Converter which is used in the transmission (uplink) of satellite signals. It converts a band (or "block") of frequencies from a lower frequency to a higher frequency;
- 3.4. **Business Hours** means 09h00 to 16h00 on business days;
- 3.5. **Cables** mean RJ6 or RJ11 cables used for connecting the BUC and the LNB to the IDU.
- 3.6. **Communication Facilities** includes (without limitation) our email, instant messaging (IM), SMS, chat rooms, discussion boards, albums, communities, classifieds and similar facilities used for the purposes of communicating in real-time or otherwise with other persons whether they are Subscribers or not;
- 3.7. **Destructive Code** means any computer code which:-
  - 3.7.1. is designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software, hardware or network (generally referred to as "viruses", "Trojan horses" or "worms");
  - 3.7.2. would disable any software, hardware or network or impair in any way its operation based on the running out of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (generally referred to as "time bombs", "time locks", or "drop dead" code);
  - 3.7.3. would permit any person to access any software, hardware or network of any other person without consent (generally referred to as "trap", "access code", "back door" or "trap door" codes); and

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- 3.7.4. any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such software, hardware or networks of any person to cease functioning or to damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations;
- 3.8. **Effective Date** means the date on which MWA activates the customer as a Subscriber to the Service;
- 3.9. **Fraud** means fraud as it is understood in its commonly used legal context which includes (without limitation) solicitation or inducement of any person to participate in any commercial or non-commercial activities which are in the nature of a financial scam, "pyramid schemes" or "chain letters";
- 3.10. **Hardware** means, without limitation, type approved customer premises hardware, terminal and electronic equipment being the antenna, BUC, LNB, cables and IDU.
- 3.11. **IDU** means Indoor Unit - a device that is placed indoors to interface the transceiver with the Subscriber's communications device, such as a personal computer;
- 3.12. **Initial Period** means a period of 12 (twelve) months calculated from the Effective Date;
- 3.13. **Intellectual Property Rights** means any and all rights, title and interest in (whether registered or not) any intellectual property, including copyright, related rights, patents, utility models, trade marks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, source code and hyperlinks and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such rights;
- 3.14. **LNB** means Low Noise Block down converter, which is an electronic part of a satellite earth station that is used to amplify the signal collected by the reflector and the feedhorn;
- 3.15. **Misrepresentation** includes (without limitation):-
- 3.15.1. actions designed to deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;
- 3.15.2. impersonating or attempting to impersonate or otherwise misrepresenting your identity to any person for whatever purpose;
- 3.15.3. altering the content of communications received by you and thereafter forwarding same to others without indicating the nature of the alterations; and
- 3.15.4. forging or otherwise manipulating origination details and data on any electronic data message generated by our Communication Facilities with a view to disguising or deleting the origin of anything posted or transmitted using our Network;
- 3.16. **MWEB Africa or MWA or we or our** means a division of Multichoice Africa Limited, a company incorporated and existing under the laws of Mauritius, registration number 43308 C1/GBLand of 206 Business Park, Grand Baie, Mauritius
- 3.17. **MWA Website or Portal** means [www.mwebafrica.com](http://www.mwebafrica.com);
- 3.18. **Representative** means an approved MWA representative with which MWA has entered into a representative agreement or with whom MWA has signed a memorandum of understanding to solicit Subscribers for the Service in defined territories, to attend to the installation of VSAT systems, to provide maintenance and support services in respect of the Systems, and to collect subscription fees from Subscribers on a monthly basis;
- 3.19. **Service** means access to the satellite network which enables use of an internet connection, an e-mail address, e-mail services, value added services and such other services as MWA may offer from time to time;
- 3.20. **Signature date** means the date of signature by the party signing last in time;
- 3.21. **Spamming** includes (without limitation) the posting or cross-posting of unsolicited communications using our Communication Facilities; imitating or impersonating another person or his email address, or creating false accounts for the purpose of sending spam; sending unauthorized mail via open, third party servers, sending emails to users who requested to be removed from a mailing list; selling or exchanging the email address of any person without that person's consent;
- 3.22. **Subscriber** means the company or the natural person who registers for the Service and whose details are set out in the Sign-up Form or the on-line Service Order;
- 3.23. **Subscription fee** means the amounts payable by the Subscriber in consideration of the Service as provided for in 10.1 below;
- 3.24. **System** means the MWA system that we use to manage, control and monitor the provision and quality of the Service;
- 3.25. **System Abuse** means any conduct which does or may:-
- 3.25.1. damage, impair, overburden or disable any system of any person (including us) using our Service;
- 3.25.2. interfere with any other person's use of the Internet or of our Service;
- 3.25.3. compromise or tamper with the security of our or any other person's software, hardware, systems, networks or services including (without limitation) spamming and mass messaging, the use of software

and technologies known as "floodbots", "clonebots", "automated client" ( e.g. "bots", "fserv" or "script"), nuking and nuking tools (e.g."7th Sphere");

- 3.26. **VSAT** means Very Small Aperture Terminal, an earthbound station which communicates data, voice and video signals via satellite; and
- 3.27. **VSAT system** means the system which enables internet and value added services access via satellite and includes the customer premises hardware, terminal and electronic equipment, the antenna, BUC, LNB, cables and IDU.

#### **4. DURATION**

- 4.1. This Agreement will commence on the Signature Date and will endure for the Initial Period, whereafter the Agreement will renew automatically for successive periods of 12 (twelve) months at a time, unless terminated by the Subscriber by written notice to MWA no less than 3 (three) months prior to the expiry of the Initial Period or any 12 (twelve) month renewal period, such termination to take effect on the expiry of the 3 (three) months notice period.
- 4.2. Upon termination of this Agreement for any reason, all outstanding amounts remain payable and have to be settled within 30 (thirty) days of date of termination of the Agreement.
- 4.3. It however lies within the discretion of MWA to terminate the Agreement at any time hereto, including during the initial period, by giving the Subscriber 1 (one) calendar month's prior written notice.
- 4.4. MWA will delete all the Subscriber's data from MWA's servers when the subscription is terminated

#### **5. CONDITIONS OF ACCESS**

- 5.1. The Subscriber is required to select a Service Class from the product list which can be accessed on mwebafrica.com, and record his selection on the Sign-up Form or the on-line Service Order.
- 5.2. In order to make use of the Service, a Subscriber is required to have the following equipment in place:
  - 5.2.1. approved VSAT system,
  - 5.2.2. type approved Hardware; and
  - 5.2.3. authorisation from his regulatory authority to receive the Service.

#### **6. MWA'S OBLIGATIONS**

- 6.1. MWA will use its reasonable endeavours to make the Service available 24 hours a day, 7 days a week, subject to the disclaimers contained in this agreement.
- 6.2. the Services are provided "as is" and "as available" and without any warranty of any nature whatsoever whether express or implied including without limitation warranties of merchantability, fitness for purpose, title or non-infringement.
- 6.3. MWA will give the Subscriber unlimited data access to the Internet which will enable the Subscriber to, *inter alia* send and receive mail and browse the Internet.
- 6.4. It lies within the discretion of MWA to offer additional value added services to the Subscriber from time to time at such fees as MWA may determine.
- 6.5. MWA will give the Subscriber an email address.
- 6.6. MWA will offer the following to the Subscriber at no additional charge:
  - 6.6.1. First line Subscriber support, which involves access to a telephone help desk during Business Hours;
  - 6.6.2. Collection of monthly subscription fee by the Representative (optional).

#### **7. EQUIPMENT AND WARRANTY**

- 7.1. MWA does not make the VSAT system or the Hardware directly available to the Subscriber however if required MWA will refer the Subscriber to an approved supplier. The Subscriber is required to procure the type approved hardware either through the Representative, or by his own doing. The Subscriber will, this notwithstanding, comply with the minimum Hardware and software configuration and system requirements as recommended by MWA on the MWA website. Failure to do so may impact on the compatibility of our System with your VSAT System and Hardware.
- 7.2. A duly authorized Representative may install the VSAT system or the Hardware, at such location as the Subscriber may select. The agreement for installation of the VSAT system or Hardware will be concluded

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directly between the Subscriber and the Representative, and MWA will not be a party thereto, neither incur any liability there under.

- 7.3. The Subscriber may however make alternative arrangements for the installation of the VSAT System or Hardware.
- 7.4. The Service will be activated once the implementation of the VSAT system has been completed.
- 7.5. In all instances where the services of the Representative is required, the Subscriber will allow the Representative such reasonable access to the premises on which the VSAT System has been installed, or is required to be installed, as may be required under the circumstances.

## **8. USE AND AVAILABILITY OF THE SERVICE**

- 8.1. The Subscriber agrees that he will:
  - 8.1.1. not disclose his user name or password under any circumstances, and that he will notify MWA should his password be compromised in any way;
  - 8.1.2. not attempt to circumvent MWA's user authentication processes or engage in attempts to access MWA's network if not expressly authorised to do so;
  - 8.1.3. use the Service in accordance with the provisions of clause 12, which sets out the generally acceptable Internet usage rules and e-mail etiquette.
- 8.2. MWA has the right, in its sole discretion, to take whatever steps and actions it deems necessary to prevent and limit abuse and degradation of the Service, which may include the suspension or termination of the Subscriber's access to the Service.
- 8.3. MWA is entitled, without prior notice to the Subscriber, to add or remove functionality from the Service, e.g. to change the size of mailboxes, to increase security features, to offer improved products which will substitute existing products, etc.)

## **9. COMMUNICATIONS**

- 9.1. MWA will primarily communicate with the Subscriber electronically, and will send all communications arising from his Subscription to the e-mail address allocated to him as provided for in clause 6.4 above
- 9.2. The Subscriber opts-in to receive inter alia newsletters, special offers, discounts, information on operational changes that may affect the Service, as well as new services which MWA may offer.

## **10. PAYMENT**

- 10.1. The Subscription Fee consists of the following elements:
  - 10.1.1. access fee for the Satellite Service Class selected by the Subscriber, invoiced monthly via e-mail; and payable monthly in advance; and
  - 10.1.2. fees for other value added services offered by MWA
- 10.2. The Subscriber is required to effect payment to MWA of one month's access fee, or the pro rata portion thereof, at least 7 (seven) days prior to activation of the Service as contemplated in 7.4 above.
- 10.3. The costs associated with the different elements of the Subscription Fee are recorded in MWA's standard price list, which can be obtained from a Representative or accessed at [www.mwebafrica.com](http://www.mwebafrica.com).
- 10.4. Invoices will reach the Subscriber by no later than the 15th of each month.
- 10.5. MWA reserves the right to amend or vary the Subscription Fee from time to time and any amendment or variation to such Subscription Fee will be deemed an amendment of the MWA Terms and Conditions of use. In the event that MWA does amend its Subscription Fee, it will give the Subscriber at least 60 (sixty) day's prior notice of such amended Subscription Fee. If the Subscriber objects to any increase in the Subscription Fee it, it shall be entitled to terminate its relationship with MWA by giving 30 days written notice to MWA within the 60 (sixty) day notice period provided. A termination notified in terms of this clause 10.5 shall take effect upon the first day of the month following the expiry of the 30 (thirty) day notice period, save that where such termination notice is given and received on a day other than the first day of any month, such notice will take effect upon the first day of the following month. MWA reserves the right to charge the Subscriber an additional re-connection fee should the Subscriber request MWA to restore any Service that has been suspended by the Subscriber.

- 10.6. The Subscriber will effect payment of the Subscription Fee, or any aspect thereof by way of electronic fund transfer, credit card payment or a direct branch deposit, into such banking account as MWA may nominate from time to time in writing, alternatively make over payment thereof to the duly authorized Representative.
- 10.7. The Subscription Fee, and all the elements thereof, shall be paid in United States Dollars currency, free of withholding taxes or exchange and without deduction or set-off either.
- 10.8. The Subscriber may not withhold payment of any amount due to MWA in terms of this Agreement by reason of any alleged breach of this Agreement by MWA, nor will the Subscriber be entitled to any discount, refund or other credit under any circumstances.
- 10.9. To the extent that MWA incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for the account of the Subscriber.
- 10.10. Should the Subscriber ever dispute MWA's authority to receive payment by any means whatsoever, the Subscriber acknowledges that any use by the Subscriber of any Service/s in the month in respect of which such payment is disputed or any acceptance by the Subscriber of any of the MWA Terms and Conditions of Use will constitute an authorisation by the Subscriber in favour of MWA to receive payment of its Subscription Fee.
- 10.11. The Subscriber acknowledges that, subject to MWA being required to do so by any law of any jurisdiction in which the Subscriber is resident or to which the Subscriber is subject, MWA is entitled to receive and claim payment from the Subscriber in respect of any value added taxation and/or sales tax or any other similar statutory tax or levy imposed on the provision of Services to the Subscriber.

## **11. SECURITY**

- 11.1. The Subscriber may not utilize the Service in any manner, which could compromise the security of MWA's network.
- 11.2. MWA is entitled to take such reasonable steps as MWA may deem necessary under the circumstances to maintain the security and reliability of the network.

## **12. USER ETIQUETTE AND ABUSIVE BEHAVIOR**

- 12.1. The Subscriber agrees that he will not in his use of the Service:
  - 12.1.1. engage in any illegal or unlawful activity;
  - 12.1.2. Spam our Communication Facilities;
  - 12.1.3. make any Misrepresentation;
  - 12.1.4. post, upload or transmit any Abusive Content by means of our Communication Facilities;
  - 12.1.5. replicate or store Abusive Content on any of our servers;
  - 12.1.6. do anything that does not comply with generally accepted Internet etiquette including (without limitation) the excessive use of capitalised text, the use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings;
  - 12.1.7. commit Fraud;
  - 12.1.8. violate or infringe the Intellectual Property Rights, contractual or fiduciary rights, privacy or publicity rights of another;
  - 12.1.9. perform System Abuse;
  - 12.1.10. propagate, distribute or transmit Destructive Code, whether or not damage is actually caused thereby;
  - 12.1.11. repeatedly post gratuitous off-the-topic communications;
  - 12.1.12. read and act upon any communication which was not intended to be received by the Subscriber or fail to delete such communication;
  - 12.1.13. gather personal or commercial information including (without limitation) email addresses and/or names from any Internet facilities, whether managed by us or by any third party, for commercial, political, charity or any other purpose without the consent of the owners of such information;
  - 12.1.14. reproduce, replicate, copy, alter, modify, create derivative works of or sell or re-sell any of:
    - 12.1.14.1 our Service or any part thereof including (without limitation) websites and web pages,
    - 12.1.14.2 the information or data contained in our Service;
  - 12.1.15. send robots, spiders, or any other device, be it automated or manual, to monitor or copy any content from the Service;
  - 12.1.16. repeatedly or in a rapid manner transmit Content in such a manner as to have the effect of harassing a recipient;

- 12.1.17. transmit Content that the Subscriber does not own or do not have the right to publish or distribute, whether under law or contract;
- 12.1.18. access our Service or any similar service of a third party or any network without authorisation or through hacking, password mining or any other means;
- 12.1.19. perform or encourage any illegal activities including (without limitation) promoting or facilitating access to, use of or sale of dangerous substances or devices;
- 12.1.20. fail to comply with applicable domestic, national and international laws, rules and regulations ;
- 12.1.21. send automated queries to our System without our express prior consent, including (without limitation) meta-searches and performing off-line searches on our System;
- 12.1.22. disrupt the normal flow of dialogue or negatively affect the ability of other users to engage in real time exchanges; or
- 12.1.23. help any third party to do any of the above.

### 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. Customer is obliged to comply with all laws applicable to any Intellectual Property Rights (including without limitation trade secrets, copyright, trade marks, registered designs, and patents) in respect of any data, files and/or information accessed, retrieved or stored by Customer through Customer's use of the Services.
- 13.2. Customer is prohibited from using any MWA trade marks and/or logos without the prior written approval of MWA.
- 13.3. Other than as specifically provided in these Terms & Conditions of Use, MWA will wholly and exclusively retain all existing and become the exclusive and unencumbered owner of all Intellectual Property Right(s) employed in or otherwise related to its network infrastructure, business and the provision of any of the Services in terms of the MWA business.

### 14. LIMITATION OF LIABILITY

- 14.1. The Subscriber uses the Service at his own risk.
- 14.2. MWA is not liable to the Subscriber or any third party for any damages suffered by the Subscriber or a third party howsoever arising from his subscription to or use of the Service, including (without limitation) any damages suffered by the Subscriber due to:-
  - 14.2.1. any unavailability of or interruption of or error in the Service;
  - 14.2.2. unavailability of the Service;
  - 14.2.3. the quality of the Service because of factors within the Subscriber's environment; or
  - 14.2.4. MWA's failure to fulfil our obligations as a result of uncontrollable events.
- 14.3. In this clause:
  - 14.3.1. damages means all damages of whatever nature and includes (without limitation) all damages, loss, claims or costs, including (without limitation) loss of data, profits or custom, or business foregone whether:-
    - in contract, delict or otherwise;
    - direct, indirect, special or consequential;
    - foreseeable or not; and
    - whether MWA was advised of the damages in advance or not;
  - 14.3.2 **uncontrollable events** mean 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 the satellite operators; and
  - 14.3.3 **factors within the Subscriber's environment** mean overloading the VSAT system by connecting more PCs than is recommended for a particular Satellite Service Class, viruses, or poor bandwidth management by downloading or uploading more data than the System can accommodate.
- 14.4. Any third party services and products accessible or used in conjunction with the Services, but which are not provided by MWA, are provided subject to the terms specified by the providers thereof.

## **15. INDEMNITY**

- 15.1. The Subscriber hereby unconditionally and irrevocably indemnifies MWA and agrees to hold MWA free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by MWA or instituted against MWA as a direct or indirect result of:
- 15.1.1. the Subscriber's use of the Service; or
  - 15.1.2. the Subscriber's failure to comply with any provision of this Agreement or any other requirements which MWA may impose from time to time.

## **16. BREACH**

- 16.1. Should the Subscriber be in breach of any provision of this Agreement, then MWA shall be entitled, without prejudice to any other rights it may have at law or under this Agreement, to:
- 16.1.1. without notice, suspend the Subscriber's access to the Service, until such time as the breach has been remedied; or
  - 16.1.2. terminate this Agreement with immediate effect, retain all amounts already paid, claim immediate payment of all outstanding amounts due by the Subscriber and recover all costs incurred by MWA in the recovery of such amounts; and / or
  - 16.1.3. claim damages or specific performance or both.
- 16.2. In the event of suspension of the Service as provided for in 16.1.1, MWA reserves the right to charge the Subscriber a reconnection fee, the amount of which will be conveyed to the Subscriber at the time of reconnection.

## **17. CERTIFICATE OF INDEBTEDNESS**

- 17.1. The amount due and payable by the Subscriber to MWA in terms of this Agreement at any time shall be determined and proved by a certificate signed by either the general manager or financial manager of MWA or his nominee, whose appointment, qualification and authority need not be proved.
- 17.2. Such certificate shall be deemed to be a liquid document for the purpose of obtaining summary judgment, provisional sentence and/or any other judgment against the Subscriber.

## **18. CESSION AND DELEGATION**

- 18.1. The Subscriber may not cede any of his rights or delegate any of the Subscriber's obligations under this Agreement without MWA's express written consent.
- 18.2. MWA shall be entitled, in its sole discretion and without notice to the Subscriber, to cede and / or delegate to any third party, all or any of its rights and / or obligations under this Agreement.

## **19. JURISDICTION**

- 19.1. This agreement shall be governed by and construed in all respects in accordance with the law of Mauritius.

## **20. GENERAL**

- 20.1. The parties acknowledge and agree that this Agreement sets out the whole of the agreement between them with regard to the subject matter hereof and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which any party is relying in concluding this Agreement.
- 20.2. MWA reserves the right to amend this Agreement, from time to time on notice to the Subscriber. Amendments to the Agreement will be displayed on the MWA website and will come into effect on the first date of display. Publication of the amended Agreement on the MWA website will constitute notice to the Subscriber and the Subscriber accordingly undertakes to visit the MWA web site on a regular basis in order to apprise himself of amendments.

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- 20.3. Subject to clause 9.1, the parties choose their respective addresses for the purposes of giving any notice, the serving of any process and for any other purposes arising from this agreement ("domicilium addresses") as follows:
- 20.3.1. MWA: 206 Business Park, Grand Baie, Mauritius; and
- 20.3.2. the Subscriber: the address recorded in the Sign-up Form or the Service Order.
- 20.4. No indulgence, leniency or extension of time, which MWA may grant or show to the Subscriber shall in any way prejudice MWA or preclude MWA from exercising any of its rights in the future.
- 20.5. The Subscriber warrants that as at the Signature Date, all the particulars furnished by the Subscriber to MWA are true and correct and that the Subscriber will notify MWA immediately in the event of any change to his particulars.

| ACKNOWLEDGEMENT OF REQUEST FOR SERVICE                                      |                                       |
|---|---------------------------------------|
| I agree to the terms and conditions as set out above:                       |                                       |
| This done and signed at:  | Date:   D   D   M   M   Y   Y   Y   Y |
| Client Name:  |                                       |
| Client Address:   |                                       |
| Client signature:   |                                       |
| On behalf of MWA, who by his signature warrants that he is duly authorized: | Name:<br>Designation:<br>Signature:   |

INITIAL