

REGISTRATION FORM

First Name:	
Last Name:	
Company Name:	
Physical Address:	
P.O. Box	
City:	
Work Phone:	
Mobile Phone:	
Home Phone:	
Fax:	
Login Name:	
Password:	
Email Address:	
Type of Service (Dialup/Wireless):	
Do you need a modem?	

I the subscriber, confirm that I have read, understood and agree to the terms and conditions of service appended herein below.

Signed: _____

Date: _____

Signature: _____

TERMS AND CONDITIONS

ARTICLE 1: GENERAL PROVISIONS

1.1 Definitions:

"Provider" means Kicheko Ltd;

"Agreement" means Internet Access Service Agreement between the CLIENT and the PROVIDER.

"Effective date" means the date on which this Agreement comes into effect pursuant to clause 2.1.

"Party" means the party to this agreement ie. the CLIENT or the PROVIDER as the case may be;

"Services" means any of, but not limited to, the following Internet Access Services, to be provided by the PROVIDER pursuant to this Agreement:

- (a) Dial-Up, (b) Always On Internet and E-mail, (c) Web Presence Services;

1.2 Location:

The service shall be performed in the premises of the CLIENT.

1.3 Object:

(a) The PROVIDER shall provide the said Internet Access Services at a prescribed monthly fee;

(b) The period of service shall be one (1) month for normal service, six (6) months for bronze service, one (1) year for platinum service, two (2) years for silver service, and three (3) years for gold service, renewable;

(c) The fee shall be paid for the whole period of service in advance at prevailing exchange "Selling" rates of the CRDB Bank on the day of payment;

(d) Renewal of service period shall be automatic upon payment by the CLIENT, fee for the new service period;

(e) By receiving first period's fee, signing the foregoing documents, and providing the said service, the PROVIDER acknowledges the commencement of Internet Access Service Agreement.

ARTICLE 2: COMMENCEMENT, COMPLETION, MODIFICATION AND DETERMINATION OF THE AGREEMENT

2.1 Effectiveness of the Agreement:

This agreement shall come into force and effect on the date of signature.

2.2 Commencement and Performance:

The PROVIDER shall carry out the Services to CLIENT in conformity and as stated in article 4.2 of this Agreement.

2.3 Determination:

The service to be performed under this Agreement shall be determined upon due discharge of the parties obligations under this Agreement.

2.4 Entire Agreement:

This Agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representatives of either party has authority to make and the parties hereto shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and condition of this Agreement including any modifications of scope of services shall only be made by the CLIENT after mutual agreement with the PROVIDER.

2.6 Breach of Agreement

Either party shall be in breach of Agreement if he/she fails to discharge any of his obligations under this Agreement.

ARTICLE 3: THE CLIENT HEREBY COVENANTS WITH THE PROVIDER AS FOLLOWS:

3.1 To pay the reserved service fee in the manner aforesaid;

3.2 To use and maintain the provided Internet Access for good and decent purposes;

3.3 To permit the PROVIDER (after obtaining permission from the CLIENT, and such permission not to be unreasonably withheld), and his agents at all reasonable time to view and inspect the CLIENT's utilization of provided Internet Access Service;

3.4 Not to use or permit to be used the provided Internet Access in a way which would result into breach of Regulatory Law including making telephone calls over the internet, sending faxes over the internet, broadcasting over the internet and other prohibited activities;

3.5 To report to the PROVIDER within reasonable period of any downtime or difficulties in Accessing the provided Internet Access Services with full explanation as to circumstances and/or cause of such problems. The CLIENT will be responsible for problems resulting from negligence;

3.6 Not to assign, sublet, charge or otherwise extend the provided Internet Access Service or any part thereof without obtaining written consent of the PROVIDER;

3.7 Not to make any alterations/modifications to the network structure and/or configuration in the CLIENT's premises or any hardware modifications which might result in destabilization of the bandwidth, without written consent of the PROVIDER;

3.8 To protect against viruses by installing appropriate anti-virus software and guarding against opening E-mail attachments with executable files.

ARTICLE 4: THE PROVIDER HEREBY COVENANTS WITH THE CLIENT AS FOLLOWS:

4.1 To pay all existing and future rates, taxes assessments, impositions and outgoings which are payable or which may hereafter be imposed or charged in respect of the provided Internet Access Service;

4.2 The CLIENT paying the service fee herein before reserved and observing and performing the covenants contained or implied in this Agreement and on its part to be observed and performed, shall be entitled peacefully and quietly to access the internet and enjoy the provided Internet Access Services during the term hereby created without any interruption from or by the PROVIDER or by any person acting on his behalf.

ARTICLE 5: THE PROVIDER AND THE CLIENT HEREBY MUTUALLY AGREE AND DECLARE AS FOLLOWS:

5.1 If the service fee shall be in arrears for the space of one (1) week next after the day whereon the same ought to have been paid aforesaid, whether the same shall have been demanded or not; and if there shall be any breach, non-performance or non-observance by the CLIENT of any of the covenants and conditions herein-before contained and on its part to be performed and observed;

Then and in any such case it shall be lawful for the PROVIDER at any time thereafter to deactivate the provided Internet Access Service and exercise full rights as if the service had not been provided, anything herein contained to the contrary in any way notwithstanding and without prejudice to any right of action antecedent breach of any of the covenants by the CLIENT herein before contained, provided always that failure to demand payment of the service fee shall not act as a waiver to pay the same.

In case of delay by the CLIENT on the payment in time and prior to the PROVIDER taking any action as stated above at the request of the CLIENT, the PROVIDER will charge a five percent (5%) per month interest on the outstanding payment to the date of actual payment.

5.2 In case of disturbances caused by the PROVIDER, the CLIENT shall be entitled to rescind the contract and the PROVIDER shall pay the CLIENT the service fee advances thereof;

5.3 Either party may wish to terminate the foregoing Internet Access Service Agreement by issuing a two (2) weeks notice in writing stating clearly the reasons for doing so;

ARTICLE 6: CONSEQUENTIAL DAMAGES

In no event shall the **PROVIDER** be liable for any consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the provided Internet Access Service, even if the **PROVIDER** has been advised of the possibility of such damages.

7.0 LIQUIDATED DAMAGES

The **CLIENT** shall be liable to the extent of the full value of the provided Internet Access Service in cases of damage caused by:

- 7.1 Failure to safeguard against viruses especially those transmitted over the internet and through e-mail;
- 7.2 Failure to provide a suitable installation environment for the provided Internet Access Service antennas, such as inappropriate electrical power, temperature or humidity;
- 7.3 Unauthorized repairs of antennas or other provided hardware (repairs performed by any one other than Authorized Service Agents of the **PROVIDER**) or improper maintenance, damage caused by modifications or alterations of the hardware or damage caused by third party peripherals.

ARTICLE 8: GOVERNING LAW

This Lease Agreement shall be governed and construed in accordance with the Laws of Tanzania.