

## MERCURY PROJECTS (PTY) LTD T/A MARANYANE DIGITAL SOLUTIONS STANDARD SERVICE LEVEL AGREEMENT FOR INTERNET ACCESS SERVICE PROVISION

### 1. Account Details

Gender	<input type="radio"/> M	<input type="radio"/> F		
First Name			Surname	
ID/ Passport				
Postal Address			Physical Address	
Telephone (H)			Telephone (W)	
Cellphone				
Current E-mail address				

### 2. Business Only

Organization			
Vat #		Company Registration	

### 3. Package Details

Code	Service Name and Description	Cost
E-mail Address :		
Note		

### 4. Direct Debit Instruction

Account Holders Name					
Account Number			Bank		
Branch Code			Branch Name		
Type of Account	<input type="radio"/> Current <input type="radio"/> Savings <input type="radio"/> Transmission	Day of direct debit action	<input type="radio"/> 5th <input type="radio"/> 15th <input type="radio"/> 25th		
<p>I/we hereby authorize Mercury Projects (Proprietary) Limited to draw against the amounts necessary to cover the monthly and arrear charges for all services rendered. I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned Bank as if the instructions have been issued by me/us personally.</p> <p><b>Cancellation</b> I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.</p> <p><b>Assignment</b> I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.</p>					
Authorized Signature			Date		
Beneficiary	Mercury Projects (Proprietary) Limited T/A Maranyane Digital Solutions	Abbreviated Name as registered with the Bank	FNB Botswana Acc Number: 62859326467 Main Branch	Address	P.O.Box 10330, Gaborone Plot 50161, Block 5, Gaborone, Building 6, Section 20, Unit 4, Grand Park Business Centre

## SERVICE CONTRACT TERMS AND CONDITIONS

All references to "service" shall mean "Internet access service" only unless otherwise specified. The term "Company" shall at all times refer to Mercury Projects (Pty) Ltd. T/A Maranyane Digital solutions. The term "Subscriber", or "Customer" shall at all times refer to the undersigned Subscriber named herein. Any reference to the term "Agreement" or to the term "Contract" is understood to refer to the same.

**1. Internet Access Service:** The Company undertakes to provide the subscriber with Internet access service.

**2. Disclaimer:** The Company does not guarantee uninterrupted service. The availability of the Internet access service provided by the Company will be subject to power outages and other conditions affecting Internet use, which are outside the control of the Company. By accepting this contract, the Subscriber will be deemed to have considered and accepted this qualification with respect to the Subscriber's application of the service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections. The Subscriber hereby releases the Company from all claims it may have against the Company in the future arising from damage or losses suffered by the Subscriber as a result of interruption of service due to conditions beyond the control of the Company.

### 3. Payments

a. **Installation:** Payment is due before installation and initialization of the Internet service. The Company requires that a deposit be paid or a lease contract approved prior to installation of any system that is outside the scope of the "Basic" installation package. The deposit will be fully refunded to the customer and this Agreement cancelled without further obligations by either party if service cannot be installed within 5 days. Balance of payment is due upon completion of installation and provisioning of service. The term "Basic installation" refers to the antenna located on a structure and cable run to shortest distance to the router within the structure or a Fibre Network.

b. **Internet Service:** On initiation of service, the Subscriber will be billed for the service from the date the service is commenced (anniversary date) to one day prior to that date in the following month. Thereafter, service charges will be billed from anniversary date to anniversary date (billing period).

All service Payments must be made by Cash, EFT or Direct Debit. Payment is due in full upon billing. Accounts are considered active until cancelled by the Subscriber. All accounts will be billed automatically for each billing period. A notice of billing will be sent to the Subscriber via e-mail. If the Subscriber account is referred to collection, the Subscriber agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.

Payment for internet services is due 10 days from date of billing. Failure to pay the balance due before the next billing

date will result in the account automatically switching to an "Inactive" status, at which time the internet service will be deactivated. To reactivate the service, payment must be made on all balance due.

**4. Variation:** The company reserves the right to change the terms and conditions as required to conform with changes in BOCRA Regulations and such changes with be as approved by BOCRA.

**5. Applicable Law:** This contract is governed by the laws of Botswana.

**6. No Redistribution:** The Subscriber is not permitted to resell or redistribute their Internet connection to other parties without prior written consent. A violation of this term will result in the immediate termination of the Subscriber account. Hospitality service operators, such as hotels, resorts, clubs, may provide temporary Internet access to their on-premises paying customers and guests, subject to the overall bandwidth limitations of the service plan herein provided.

**7. Subscriber Responsibility:** The Subscriber is responsible for;

a. Creating their own back-up copy of any important or critical information that they may have stored on their system or on The Company server.

b. Establishing, maintaining, modifying and protecting the Subscriber name and password.

c. Ensuring that battery backup is available to the Subscriber radios, routers, etc. during power outages; otherwise the Internet connection will not be available during a power outage.

d. Ensuring equipment is disconnected or suitably protected from lightning strikes or power surges.

e. Providing adequate virus and spyware protection to the Subscriber's system

### 8. Illegal or Inappropriate Use of the Service:

a. Any Internet activity, which references back to the Company or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to the Company or an account or services provided by the Company will result in immediate termination, possible prosecution, and assessment of legal fees accrued.

b. Subscribers are responsible for the content of messages sent from their account, whether sent as mail or as electronic postings.

c. Subscribers shall not use their account to create or distribute any images, sounds, messages or other material, which are or may be considered in law to be obscene, pornographic, harassing, racist, malicious, fraudulent or libellous, nor use the account for any activity

that may be considered unethical, immoral, illegal or against the public interest

d. Subscribers shall not intentionally seek information about, browse for, obtain copies of or modify files, passwords, tapes or any electronically or digitally formatted or stored information belonging to other individuals, businesses or corporations, no matter where they are located, unless specifically authorized to do so by the owners of or persons having control over such information.

e. Subscribers shall not attempt to decrypt any encrypted material unless authorized to do so.

f. The use of the subscriber account to send out any bulk and or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 25 or more recipients where the recipient has not specifically requested such e-mail. Any violation of this policy may result in the immediate termination of the account, at the sole discretion of the Company.

g. The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. Posting to any newsgroup in contravention of the newsgroup charter is prohibited. The Company reserves the right to determine whether a post constitutes a prohibited act. The posting of a single article or substantially similar articles to an excessive number of newsgroups or mailing lists, or continued posting of articles that are off-topic is strictly prohibited. A posting will be considered off-topic when it provokes complaints from the regular readers of the newsgroup or is deemed so by the Company.

h. Impersonating another Subscriber or otherwise falsifying one's Subscriber name in e-mail or any post to any newsgroup or mailing list is strictly prohibited.

i. A violation of any term in this section will result in the immediate termination of the service.

9. Remedies and Penalties: The actions the Company takes may include account suspension or termination. The Company does not issue any credits for accounts cancelled due to breach by the subscriber of any term or condition of this contract. The Company reserves the right to refuse service to anyone at anytime for any reason. In addition to any other fees and penalties that may be assessed by the Company, as provided herein, the Subscriber shall be held liable for any and all costs incurred by the Company as a result of the Subscriber's violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorney's fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations.

**Common Use Policy:** The Subscriber agrees that the personnel of the Company and its sub-contractors (together recognized as the "Service Providers") will be allowed at their sole discretion to install, upgrade, repair and maintain the radio transmission equipment (the "Equipment") to: a) provide service to the Subscriber; and b) operate the network (including without limitation the Equipment at the Subscriber's premises) for the benefit of, and to provide services to, all Subscribers. The Subscriber specifically agrees to:

a. Provide space sufficient to install the Equipment on its buildings, structures or towers (the "Facilities")

b. Allow the Service Provider free access to the Facilities over the internal road system located on the remainder of the Subscriber's property from a public road abutting the Subscriber's property.

c. Allow the Service Provider to access outdoor Equipment at all times.

d. Where applicable, provide access to the interior of the Facilities during regular hours of operation for the Service Provider to maintain the Equipment, its power and network connections.

e. Provide reasonable care and protection for the Equipment

f. Prevent anyone from moving, altering or modifying the Equipment, its installation and configurations

**10. Effective Date:** This Agreement becomes effective upon signature by both parties.

#### 11. Contract Duration

This contract will stay in effect for 1 year interpreted as 12 calendar months from the date of signature by the client.

**12. Termination:** If at any time during the term of this Agreement the Subscriber fails to abide by all or any of the terms and conditions in this Agreement, Mercury Projects (PTY) LTD T/A Maranyane Digital solutions. reserves the right to immediately cancel the Subscriber account. The contract may be terminated at any time for default in payment. However for BOFINET products we are re-selling fees for the remaining contracted period are will be due in full. In the event the Subscriber wants to cancel the Service before the first year the fees for the remaining contracted period will be due in full, the Subscriber must notify the Company in writing, no later than thirty (30) days prior to such cancellation, provided that such cancellation shall be deemed to be effective no earlier than the date upon which the term of this Agreement or any subsisting renewal thereof expires. This notice must be e-mailed, faxed or mailed to the Company or otherwise hand delivered to Mercury Projects (PTY) LTD's registered office of operation.

12.1 After termination of the contract the subscriber will still be liable for the payment of the remaining fees of the contract period for all services we are re-selling from BOFINET.

**13. Renewal:** All contracts will be automatically renewed at the expiry of the term for a further term of the same length unless cancelled in writing by the subscriber. Notice of cancellation of a contract must be received by Mercury Projects (PTY) LTD T/A Maranyane digital solutions Broadband no later than 30 days prior to expiry of the term. The Company reserves the right to refuse renewal of an existing contract upon the expiry of that contract, as well as the right to renew a contract on altered terms that have been pre-approved by BOCRA

**14. Equipment:** All equipment supplied on the Subscriber's premises by the Company to provision the Service remains the property of Mercury Projects (PTY) LTD T/A Maranyane Digital Solutions or its agents. Any equipment belonging to the Company that is not returned upon termination of service will be billed to the subscriber

All relocates for equipment supplied on customer premises by the Company to provision the Service will be extra costs and will be determined per site per customer.

The Subscriber agrees that the Company retains the right to remove the Company's equipment from the Subscriber's premises for any reason and at any time, determined at the Company's sole discretion, and further agrees that the Customer's consent is not required by the Company for the removal of the equipment.

**15. Prior Agreements Void:** This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between the Subscriber and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

**16. Warranty:** In providing Internet access service. The Company, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY, AND SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM PROVISION OF OR FAILURE TO PROVIDE THE SERVICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET, INTERRUPTIONS IN SERVICE FOR ANY REASON, DELETION OF FILES OR E-MAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS, DEFECTS, DAMAGES TO COMPUTERS AND STORED INFORMATION DUE TO

VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER FAILURE OF PERFORMANCE.

**17. Binding Agreement:** This agreement shall be binding upon the successors and assigns or, as the case may be, the heirs and personal representatives, of the Company and the Subscriber.

**18. Severability:** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**19. Entire Agreement:** This Agreement, along with the Policies, Statements, Terms of Use, and the Service Level Agreement, will constitute the entire Agreement between the Company and the Subscriber, in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between both parties identified herein, in respect of that subject matter.

The undersigned acknowledges that the terms and conditions of this contract as set out above have been read, and are understood, and agreed to.

The undersigned presents that they are authorized to act on behalf of the person named on this contract, and that they bear full responsibility for any and all liability that may arise out of this representation.

I hereby authorize Mercury projects (PTY) Ltd T/A Maranyane Digital Solutions or its agent to install equipment and provide services as requested. I acknowledge that all Contracts are subject to final site survey; at which time a final decision of service availability and installation price will be made.

Signed at.....This.....Day of.....20.....

**For Mercury Projects (PTY) LTD**

Signature.....

Designation.....

Full names.....

**Witness**

Full name.....

Signature.....

**For the subscriber**

Signature.....

Full names.....

**Witness**

Full name.....

Signature.....