



APPLICANT DETAILS

COMPANY

Company Name :

BRN (if applicable) :

VAT (if applicable) :

INDIVIDUAL

First Name :

Last Name :

Tel (landline) :

Tel (mobile) :

Fax :

Email Address :

Street :

City / Region :

State / District :

Country :

PAYMENT DETAILS

Payment Method

Cheque

Direct Debit

Deposit

Please note that the package contains a one-off Rs 2,000 (+ VAT) setup fee. Usage fees are Rs 3.00 (+VAT) per minute. Billing process is on a monthly basis.

I have read and accepted the terms and conditions of DCL's conference Call Service.

Yes No

Date / /

Date / /

Signature
(Data Communications Ltd)

Signature
(Customers)

Please fill in and send to **Data Communications Ltd** - 1st Floor, Cnr Mgr Gonin & Lislet Geoffroy Streets, Port Louis, Mauritius

Terms and Conditions

- Individuals are requested to provide a copy of their ID, proof of address and original direct debit form.
- Companies are requested to provide their VAT, BRN and above mentioned documents, where applicable.

ONLINE AUDIO CONFERENCING SERVICE AGREEMENT (OACS)

Preamble:

Whenever used in this service agreement, the following terms shall have the meanings defined hereinafter:-

- "Online Audio Conferencing Service" shall be referred to as OACS
- "Data Communications Ltd" shall be referred to as DCL.
- "The Customer" shall refer to any person/entity who/that subscribed to the OACS.
- "The User" shall refer to any person/entity who/that uses the OACS and participates in the conference.
- "The Recipient" shall refer to any user who/that receives video, data, audio or information from another user of the conference.
- "Third Party" shall refer to any other person other than DCL and the parties concerned.

Core Features:

1. The OACS is available from anywhere across the globe
2. The customer creates and manages his own conference
3. International DIDs are available
4. One-off registration fee
5. Competitive Rates

Agreement between Data Communications Ltd:

Whose seat of business is situated at: 1st floor, Cnr, Mgr Gonin and Lislet Geoffroy Streets,
Port Louis, Mauritius

And

Whose seat of business is situated at: _____

DCL agrees to provide the software that enables the Customer to create, participate in and manage online conferences.

The Customer agrees to subscribe, access, install or use the above-mentioned software subject to the terms and conditions elaborated herein.

DCL declares and the Customer agrees that the OACS is provided on an "as is" basis, that is, no warranties are offered or implied.

Upon use of the OACS, the Customer acknowledges and agrees that he/she is solely responsible for all contents, information, data that will be shared during the conference. By using the OACS and taking part in any private/public conference, the Customer declares and grants permission to transfer all disclosures to every single recipient.

Subscription and subsequent Use of the Online Conferencing Service:

To subscribe to the OACS, the Customer agrees to:-

- Fill in the registration form with all correct and accurate information.
- Settle in due time all the fees that may become payable.
- Comply with all the terms and conditions of this agreement.

Upon subscription, the OACS along with a username and password is provided to the Customer, hereinafter referred to as the "login details." The Customer shall be solely responsible for protecting the secrecy of those details.

The Customer realizes that he/she is solely responsible for any disclosures made during the conference.

The Customer shall bear full responsibility for notifying all conference recipients about disclosures of personal data/information to any other parties.

The Customer shall inform all recipients that the use of the OACS is subject to the terms and conditions of Data Communications Ltd, set forth in this agreement.

The Customer expressly agrees that the use of this OACS is at his/her own risk, that is, on an 'as is' basis.

The contract shall be valid for a period of one year following registration. At the expiry date, the contract will be automatically renewed for a further year unless terminated by either party

License to Use the OACS:

Data Communications Ltd shall grant a non-exclusive, non-transferrable, revocable right to access and use the OACS, subject to the Customer's compliance with the terms and conditions of this agreement.

Relationship of the Parties:

This agreement does not constitute, create or give effect to a joint venture, affiliation or partnership between DCL and the Customer. The rights and obligations of the two parties shall be limited to those expressly set forth herein. Neither party shall act as the agent of the other nor shall any of the two parties bind each other.

Prohibited Practices:

The Customer is prohibited from using the OACS in any way(s) that violates any applicable national or international laws or any rules or regulations promulgated hereinafter, or any copyrights or any rights of a third party.

The OACS provided to the Customer shall, by definition, consist of an audio conferencing only. The Customer shall not use the OACS in any other way(s) that might be in breach of this agreement.

The Customer has the sole responsibility of ensuring that himself/herself and his/her users **DO NOT** transmit any information/data that might be unlawful, threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another person's privacy, tortuous, or otherwise violate DCL's rules or policies.

The Customer has the sole responsibility of ensuring that himself/herself and his/her users **DO NOT** victimize, harass, degrade, or intimidate an individual or a group of individuals on the basis of religion, politics option, gender, sexual orientation, race, ethnicity, age, or disability.

The Customer has the sole responsibility for ensuring that himself/herself and his/her users **DO NOT** impersonate any other person or entity including but not limited to employees/representatives of DCL.

Payment Terms:

Terms:-

- Upon registration, the customer will have to settle a one off payment of MUR 2,000 + VAT to DCL, payable in advance, for the use of the latter's OACS.
- Further to registration, the customer will be granted access to create and manage his/her conferences. A fixed rate of MUR 3.00 + VAT per minute; per user will then be charged. For example, if in X conference, there are 4 users who were connected for 10 minutes each and 1 user who was connected for 12 minutes, then the charges will be $(3.00 + \text{VAT} \times 4 \times 10) + (3.00 + \text{VAT} \times 1 \times 12)$.
- Invoices will be generated and sent to the customer on a monthly basis. Once received, all invoices shall become due and payable within 7 working days.
- In the event the customer fails to pay the usage fee required by this agreement, in time, DCL shall be entitled to exercise each of the following remedies, in addition to all the other remedies available under applicable law:
 1. Temporarily/Permanently suspend the Customer's account.
 2. Charge the customer an interest of 5 % for any late payment.

In the case of recovery of payments due through an attorney, the customer agrees to pay DCL's reasonable attorney's fees and costs of proceedings.

DCL's Responsibilities:

Implementation of the OACS

DCL shall do whatever is necessary to ensure the well-functioning of the OACS offered. Unless otherwise agreed, DCL alone may determine the technical means required for the implementation and provisioning of the OACS.

If the event that the Customer wishes the OACS to be implemented and offered through a way that differs from the methods normally specified by DCL, the latter shall do the needful subject to technical limitations. DCL shall then draw up a cost estimate for the changes requested and send it to the Customer for its approval within a maximum of 15 days as from the date of the original request by the Customer. In order to meet its Customers' requirements, DCL may offer services that are not part of this agreement. These services shall then be subject of a separate agreement.

Repair and Maintenance

DCL alone is authorized to carry any repair or maintenance work on its software and any hardware supplied for the provisioning of the OACS.

In the event of interruption, DCL agrees to use its best efforts to restore the OACS within the shortest delay.

Modification and Suspension of OACS

DCL reserves the right to, at any time, modify the technical features of its OACS as well as upgrade its hardware without disruption of functional equivalence to the Customer.

The modification or maintenance of the OACS provided may result in DCL having to suspend the service temporarily. DCL will inform the Customer at least 3 days prior to making any planned service modification and shall ensure that such disruption be reduced to the strictest minimum.

Customer's Responsibilities:

The Customer is entirely responsible for proper usage of the OACS and is, therefore, liable for any damage caused for improper use of the OACS.

The Customer shall inform DCL in advance and in writing of any premeditated or planned changes in procedures that may alter the proper functioning of the service provided.

The Customer is required to report any service disruption to DCL as soon as he/she becomes aware of such.

The Customer shall provide DCL with any information sought by the latter in relation to the provisioning of the OACS.

With regards to the Data Protection Act 2004, the Customer shall keep all information shared under this agreement in the strictest confidence and shall not disclose those information or data to any other third parties unless otherwise agreed by both DCL and the Customer.

The Customer agrees not to use the OACS for any illegal, immoral or unlawful purposes or in a way which constitutes a violation of infringement of the rights, or is harmful or detrimental to the reputation of DCL.

Proprietary/Confidential Information:

It is understood and agreed that DCL and the Customer, may provide each other with certain information including but not limited to performance, sales, financial, contractual and technical data that are and must be kept confidential. To ensure the non-disclosure and confidentiality of such information, the two parties agree to abide by the terms and conditions as shown below:

All Confidential and Proprietary data:

- Shall be processed fairly and lawfully.
- Shall be obtained only for a lawful and specified purpose, and shall not be further processed in any manner incompatible with that purpose.
- Processed for any purpose shall not be kept longer than in necessary for that purpose or other purposes.

Both Parties agree:

- To take all steps reasonably necessary to protect the secrecy of the confidential information from falling into the hands of a third party.
- To use its best efforts not to divulge the confidential information to any unauthorized persons other than its employees.
- Not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
- To keep and use the confidential information only for the purposes of this Agreement.

Upon the expiration of this Agreement and subject to ongoing contractual requirements, each party shall return to the other party all the proprietary and confidential information and data including all copies thereof or certify that all information and all copies have been destroyed.

Force Majeure

DCL shall not be held liable for any non-performance of its obligations to the extent that those obligations cannot be performed due to unpredictable and unforeseeable circumstances, including but not limited to natural disasters, strikes, Acts of God, interruption or failure of electricity, government sanctions, etc.

Limitation of Liability

DCL shall not be liable to the Customer for any damages based upon inconvenience, loss of product, loss of data, loss of profit, loss of business opportunities, loss of goodwill, interference with business relationship or other commercial loss.

DCL shall not be liable for any other damages, whether incidental, consequential or otherwise.

DCL shall not be liable for any claims and costs by any other third party.

DCL shall not be liable for any negligence or malfeasance by the Customer.

No Warranties

To the maximum extent permitted by law, DCL expressly disclaims all warranties and conditions express, implied and statutory, including without limitation to:

1. Those of Satisfactory Quality,
2. Infringement,
3. Merchantability,
4. Fitness for a particular purpose.
5. And all warranties arising during the course of dealing.

The Customer acknowledges that the service is provided on an "as is" and "as available" basis. Any use of the OACS by the customer is at the latter's own risk. DCL does not warrant that the OACS will meet the Customer's requirements or that the OACS will be secure, error-free, timely, shall be compatible with any platforms or shall be kept uninterrupted at all times.

Termination Modalities

1. Either Party may terminate this agreement by providing the other party written notice if the other party is in breach of any of its material obligations and fails to remedy such breach (if capable of remedy) within 7 days of the receipt of the other party's written notice to do so. In the event that the last day of such remedy period happens to be a Saturday, Sunday, Public or Bank Holiday, then the remedy period shall be extended to the next working day.

2. If any of the two parties is the subject of Bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of the defaulting party's assets are the subject of any form of seizure, or goes into liquidation, either voluntary or compulsory or if a receiver or administrator is appointed over its assets or if any of the two parties is involved in fraudulent activities.

3. In the event of a serious default by one of the two parties, the non-defaulting party can end with immediate effect the Agreement. Below is a non-exhaustive list of what DCL considers as serious defaults:

- a) Non-payment of amounts due within 10 calendar days after having been advised thereof by the creditor party in writing.
- b) Fraudulent or abusive use of the service or absence of measures reasonably required to prevent such use; or
- c) Any kind of misrepresentation as to any information required.

4. The Customer may terminate this agreement and stop using DCL's Conference Call Service for any other reasons other than the breach of a material obligation or a serious default by either party upon providing the latter with a 30 days written notice.

In the event of termination of this Agreement by one of the parties during the Initial Term, both parties will be requested to settle any amount due to each other within 30 days.

The termination of this Agreement however arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Clauses in this agreement, which expressly or implicitly have effect after termination, will continue to be enforceable notwithstanding termination.

Following the termination of this Agreement for whatsoever reason by either party, all information detained by the two parties shall be kept confidential for a period of 3 years as from the termination date.

Severability

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the contract, which shall continue to be valid and enforceable to the fullest extent permitted by law.

Good Faith

The parties agree to exercise good faith in the provision of this agreement.

Enforceable Agreement and Governing Law

This Agreement constitutes a legal, valid and binding agreement of the Parties hereto, enforceable against each other in accordance with its terms.

This Agreement shall be governed by, and construed in accordance with the laws of the Republic of Mauritius.

Signed in two (2) original copies at: _____

For DATA COMMUNICATIONS LTD.

Signature: _____ Name: _____

Position: _____ Date: _____

For _____

Signature: _____ Name: _____

Position: _____ Date: _____