



TATU TELECOM COMPANY LIMITED

TERMS AND CONDITIONS



RESIDENTIAL INTERNET APPLICATION FORM

Customer's contact details

Full name -----
Phone number -----
ID/Passport number -----
Email address -----
Apartment number -----
Road/Street -----

Usage details

**Simba
Package**

**KES 2,499
10mbps**



**Nyati
Package**

**KES 3,899
20mbps**



**Ndovu
Package**

**KES 5,499
50mbps**



**Kifaru
Package**

**KES 13,500
100mbps**



No installation fee

Payment Method details

Bank transfer

Account Name: **TATU TELECOM
COMPANY SEZ LIMITED**
Account Number: **0100008064371**
Bank name: **Stanbic Bank**

M-PESA

Go to M-PESA Paybill
Business number:
Enter Account:
Enter Amount:
Enter Pin:

Customer affirmation

Name of authorised user

Signature

Date

For official use only

ONU serial	
ONU provided to client	
Bandwidth capacity tested	
Cable management done Correctly	

Handover date	
	Name/signature
Connection established by	
Connection verified by	

Contact us: Tel: 0708 576 921

Email: sales@tatutelecom.com

Terms & conditions: www.tatutelecom.com/terms

TATU TELECOM COMPANY SEZ LIMITED ("TATU TELECOM") TERMS AND CONDITIONS FOR THE PROVISION OF INTERNET SERVICES

TATU TELECOM is an internet service provider that holds a valid licence issued by the Communications Authority to connect the ICT Infrastructure (defined below) and facilitate customers' use of data and voice services.

I/We, ("Customer" or "You") hereby enters into this agreement with TATU TELECOM for the provisions of internet, data services and such other services as may be agreed as specified overleaf ("the Services") on the terms and conditions herein set out ("Terms"). Where the Services allow access to the internet, Customer understands and agrees that the use of the internet is at its own risk.

The Customer understands, agrees and acknowledges that these Terms constitute a legally binding agreement between the Customer and TATU TELECOM and that the Customer's subscription and use of TATU TELECOM's Services expressly indicate that the Customer has read, understood and accepted these terms and conditions.

The Customer further understands and agrees that all setup fees, one-off charges, annual fees and monthly internet subscriptions are due and payable in full in advance, and without any deduction or set-off of any nature whatsoever. All charges are subject to applicable taxes at the prevailing rate in Kenya. All accounts are payable in full upon receipt of invoice, failure of which, the Services will be suspended until payment in full.

TATU TELECOM reserves the right to change the prices, fees, Services and/or the Terms of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, TATU TELECOM shall give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the "Effective Date") of the change, we will consider that you have accepted the changes.

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT

You will have accepted this Agreement and be bound by its terms if you use the Services or otherwise indicate your affirmative acceptance of such Services.

DEFINITIONS AND INTERPRETATION

In this agreement:

"Agreement" or "Terms and Conditions" means these Terms and Conditions and includes this Application Form and the Tariff Guide, which may be varied by TATU TELECOM from time to time;

"Application Form" means the Customer's request for connection to the Services in the form prescribed by Tatu Telecom and accepted by Tatu Telecom's authorized representative(s);

"Business Day" means any day, excluding Saturdays, Sundays, National Days and gazetted public holidays in the Republic of Kenya;

"Charges" means the amounts payable for the Services as published in the Tariff Guide from time to time including any applicable deposits;

"Connection" means the activation of the Services following successful installation of the cables and TATU TELECOM Equipment including routers where applicable, belonging to TATU TELECOM at the address of the Customer's premises provided in the Application Form and the integration with the Customer's Equipment.

"Connection Charge" means a charge for connection to the TATU TELECOM Fibre Network;

"Content" means video, voice, sound, information, communication, data or any other material transmitted or communicated through the Services;

"Customer" means you as the subscriber applying for, or using the Services and with

whom TATU TELECOM is making this contract and includes any person who TATU TELECOM believes is acting with the Customer's authority;

"Customer Equipment" means the compatible systems and infrastructure necessary for the Customer to access the Services, including but not limited to television sets, computers, tablets and smartphones;

"Customer Premises Equipment" or "CPE" means the compatible systems and infrastructure (including, but not limited to, Internet Cable Modem where applicable, all cabling and embedded software) supplied by TATU TELECOM and that is necessary for the Customer to access the Services through the Network;

"Customer Site" means the residential address place at the designated Customer's address provided in the Application Form where TATU TELECOM Equipment and Services will be installed;

"Downgrade" means the provision of Services of lower capacity by TATU TELECOM to the Customer, for example, fewer television channels or Internet speeds than the Customer has subscribed to during the prevailing Term of this Agreement;

"Electronic Bill" means TATU TELECOM's electronic billing facilities providing the Customer with access to billing data, current or historical, either via email or online through a prescribed TATU TELECOM's website;

"Fair Use Policy" means the Fair Usage Policy established by TATU TELECOM to monitor and control its Network resources to give all users fair access to those resources. As is the case with all broadband Internet services, the users of TATU TELECOM's Network share the available system capacity that connects them to the Internet and the Fair Use Policy ensures that this capacity is not used disproportionately by some and others are penalized on the account of the disproportionately heavy users;

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by a Party's own fault or

negligence and shall include without limitation an un-planned failure, disconnection or interruption of connectivity to the ICT Infrastructure, an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; epidemic or pandemic the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the national grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from a Party's failure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of a Party to this Agreement;

"ICT Infrastructure" means the 2 core single mode optical fiber for high-speed data and voice transmission installed within Tatu City by or on behalf of TCL and/or Tatu Telecom including all associated trunks, conduits, cables and ancillary infrastructure;

"Material Breach" means a breach of a Term of this Agreement which cannot be remedied;

"Monthly Recurring Charge" means the charges set out in the TATU TELECOM's Tariff Guide for the provision of the services;

"Network" means the fiber-optic of Wi-Fi network operated by TATU TELECOM, its subsidiary(ies), holding company and/or its third party providers to facilitate the provision of the Services;

"Offending Material" means any Content that is:
a) in breach of any law, regulation or code of practice invoked by TATU TELECOM or the industry regulator or any policy adopted by TATU TELECOM and communicated to the Customer with regard to the acceptable use of the Services;
b) abusive, indecent, defamatory, obscene, offensive, menacing or a threat to the health

and safety of any third party; or

c) in breach of confidence, intellectual property rights, privacy or any right of a third party.

“Party” means either the Customer or TATU TELECOM and “Parties” mean both TATU TELECOM and the Customer;

“Services” means the service comprising of internet services and any other electronic multi-media services provided by TATU TELECOM pursuant to this Agreement, whose services are more particularly set out in the Application Form and are/or may be provided under the TATU TELECOM’s brand name or any other brand name as may be adopted by TATU TELECOM from time to time;

“Service Level Agreement” means the document published by TATU TELECOM from time to time and that is deemed to have been incorporated in these Terms and Conditions setting out the uptime, maintenance and incident management services to be provided by TATU TELECOM to the Customer following the Connection of the Services;

“Set-Up Fee” means the fee to be paid by the Customer for connection of the Customer’s Equipment to TATU TELECOM Equipment and thereafter, the Network in order for the Customer to access the Services;

“Standard Tests” means the tests carried out by TATU TELECOM or its appointed sub-contractors to determine whether the Services are connected;

“Tariff Guide” means the list of charges for the Services as published and varied by TATU TELECOM from time to time;

“TCL” means Tatu City Limited a limited liability company incorporated in the Republic of Kenya having its registered office at Tatu House, Ruiru-Kiambu Road and of P. O. Box 2739 – 00621 Nairobi, Kenya

“TATU TELECOM” means Tatu Telecom Company SEZ Limited a limited liability company incorporated in the Republic of Kenya having its registered office at Tatu House, Ruiru-

Kiambu Road and of P. O. Box 2739 – 00621 Nairobi, Kenya (hereinafter referred to as “Tatu Telecom” which expression shall where the context so admits include its successors in title and assigns);

“TATU TELECOM Equipment” means equipment (including any software) installed at the Customer’s Site by TATU TELECOM for the provision of the Services;

“Upgrade” means the provision of Services of higher capability by TATU TELECOM to the Customer, for example, more television channels, or higher Internet speeds than the Customer has subscribed to during the prevailing Term of this Agreement.

In this Agreement, unless the context otherwise requires, any reference to:

- i) the singular includes the plural and vice-versa;
- ii) a person includes reference to a body corporate or other legal entity;
- iii) any written law includes that law as amended or re-enacted from time to time;
- iv) any agreement or other document includes that agreement or other document as varied or replaced by the Parties in writing from time to time;
- v) words importing one gender shall be construed as importing the other gender; and
- vi) any Party includes that Party’s successors and assigns.
- vii) Clause headings are inserted for convenience only and shall be ignored in construing this Agreement.

2.TERM & TERMINATION

The Service will continue until terminated in accordance with this Agreement.

When the Customer subscribes to the Service for a fixed term, the subscription will automatically be renewed at the expiry of the term, on a monthly basis, unless the Customer terminates in accordance with the provisions of this Agreement.

The Customer may terminate this Agreement at any time by a thirty (30) days’ written notice to

TATU TELECOM.

The Customer agrees that if the Customer has paid subscription to the Service in advance and the Service is subsequently terminated prior to the expiry of the subscription period paid for, then:

- a) for monthly subscriptions, the Customer will not be entitled to a refund of or credit for any amount paid for the unused portion of the subscription period;
- b) for multi-month subscriptions, TATU TELECOM may, depending on the circumstances of the termination of the Service, refund or credit for any amount paid for the unused portion of the subscription period.

TATU TELECOM will terminate this Agreement and deactivate the Service at any time without providing notice to the Customer if:

- a) The Customer fails to make payment when it is due; and it remains unpaid for a period of ninety (90) days;
- b) TATU TELECOM receives confirmation that the Customer has received the Service, or any part of the Service without paying for it; or
- c) The Customer otherwise breaches or causes breach of this Agreement.

If the Service is terminated for any reason, the Customer remains responsible for payment of all outstanding amounts that may have accrued on the Customer's account.

3.APPLICATION OF TERMS AND ORDER FOR NEW SERVICES

Orders for New Services

The initial Services to be provided by TATU TELECOM to the Customer are as set out in the Application Form.

The Customer shall provide TATU TELECOM with a copy of a valid national identity card or passport and full address of the Customer Site where the Services are to be provided. For corporates, the Customer shall provide copies of valid copies of certificate of incorporation and a most recent copy of the CR12 indicating the directorships and shareholders of the corporate body

In the event that TATU TELECOM offers new services and the Customer requires to utilize such new Services then:

- a) The Customer may place orders with TATU TELECOM for such new Services as and when required by submitting a written request to TATU TELECOM or completing such electronic order form via the Network as may be made available by TATU TELECOM at that time or through TATU TELECOM's website.
- b) If TATU TELECOM elects to accept such an order it shall do so by notice in writing or by allowing access of the requested Services upon payment of the required Charges.

All orders for the new Services placed by the Customer and accepted by TATU TELECOM shall be governed by the terms of this Agreement. Supply of the services.

The Customer shall, at its own expense and in order to facilitate the installation and use of the Customer Premises Equipment:

- a) obtain all necessary consents, way leaves, rights of way, including consents for any necessary alterations to buildings where the Customer Site is located;
- b) provide a suitable environment, accommodation and foundations, including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;
- c) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers as TATU TELECOM advises are necessary, and carry out afterwards any making good or decorator's work required;
- d) provide any electricity and connection points required by TATU TELECOM; and
- e) carry out all other preliminary works including having in place such Customer Equipment, of such specifications as are communicated to the Customer by TATU TELECOM as required to be in place prior to any installation of the Customer Premises Equipment and Connection to the Network.

TATU TELECOM may provide assistance to the Customer to facilitate the connection according to its prevailing policies and the Customer shall

be deemed to have consented to accept any such assistance upon giving TATU TELECOM access to the Customer Site. TATU TELECOM shall provide such assistance in a professional and workmanlike manner, however, at no time shall TATU TELECOM be liable to the Customer for damages, costs or expenses or losses howsoever they may occur in the process of providing such assistance.

To enable TATU TELECOM to carry out its obligations under this Agreement or to recover any of its Customer Premises Equipment from the Customer Site, the Customer shall provide TATU TELECOM employees and anyone acting on TATU TELECOM's behalf, who produces a valid Tatu City or TATU TELECOM identity card access to any Customer Site. TATU TELECOM will normally only require access with agreement of the Customer's or at the Customer's request but may from time request the Customer to provide access at other times if TATU TELECOM reasonably believes that the Customer's installation is interfering with the Network as a whole or parts of the Network, or in order to recover TATU TELECOM Equipment subject to the terms of this Agreement.

TATU TELECOM employees and anyone acting on TATU TELECOM's behalf will observe the Customer's reasonable site access regulations as advised by the Customers during the site visit.

TATU TELECOM shall use reasonable endeavours to meet any agreed delivery dates for the supply of the Customer Premises Equipment and related accessories to the Customer. Time will however not be of the essence with regard to such supply and TATU TELECOM will not be liable for any costs and expenses incurred by the Customer as a consequence of such delay.

TATU TELECOM may without the consent of the Customer employ the services of a sub-contractor to install the Customer Premises Equipment and undertake any works thereto.

That the Internet service component of the Services is a shared resource and that the Internet bandwidth speeds quoted on the Tariff Guide are the local speeds provided by TATU TELECOM between the Customer's Site and

TATU TELECOM's data centre and that the bandwidth component of the Internet service is contended by all users (in a certain direct proposition to the local speed of the Service that the Customer has applied for), and that it is not economically viable under the terms of this Agreement that the local uncontended Internet bandwidth speeds are equal to, or same as, the contended bandwidth and that any representation by anyone, including TATU TELECOM's agents, to the contrary is not valid and that nothing in this Agreement purports that the local bandwidth speeds quoted are equal to, or the same as, the speeds provided internationally.

The Customer acknowledges and agrees that the Internet service component of the Services shall be subject to a Fair Use Policy as more particularly described in a schedule of the Application Form and deemed accepted by the Customer upon application for the Services, and as may be modified from time to time by TATU TELECOM and communicated to the Customer at the email address specified in the Application Form, or at such other email address as may be notified to TATU TELECOM in writing from time to time or as may be published and updated by TATU TELECOM on its website from time to time.

4. Equipment & Care

TATU TELECOM provides the Customer with Customer Premise Equipment to assure compatibility of its Network and Services and Customer and must not in any way interfere, alter or modify the Customer Premises Equipment or any embedded software supplied as part of the Customer Premises Equipment nor allow anyone (other than an authorized TATU TELECOM representative) to do so.

TATU TELECOM may provide the Customers with Customer Premise Equipment of varying capability based on the initial Services selected by the Customer in the Application Form.

The Customer acknowledges and agrees that the Customer Premise Equipment shall at all times belong to, and remain the property of, TATU TELECOM throughout this Agreement and that upon termination of this agreement TATU

TELECOM shall recover from the Customer's premises all of the said Customer Premises Equipment.

The Customer agrees to be fully responsible for good care of the Customer Premise Equipment during the term of this Agreement and to immediately notify and cooperate for the uninstallation and recovery of the equipment by an authorized TATU TELECOM agent upon the termination of this Agreement as provided herein, including allowing TATU TELECOM access, without delay, to the Customer Site to uninstall and recover the equipment.

The Customer is responsible for the care and safety of the Customer Premises Equipment and must not add to, modify, reverse engineer, decompile or in any way interfere with the Customer Premises Equipment or any embedded software supplied as part of the Customer Premises Equipment nor allow anyone (other than an authorized TATU TELECOM representative) to do so.

Any Customer Equipment connected to the Customer Premises Equipment or otherwise used to access the Services must be technically compatible with the Customer Premises Equipment and the Services and shall be connected and used in accordance with such reasonable instructions, safety and security procedures as may be advised by TATU TELECOM at the time of installation.

Save where title to the Customer Premises Equipment has passed to the Customer following the payment to TATU TELECOM by the Customer of any monies payable for the purchase of the Customer Premises Equipment, the Customer shall be liable to TATU TELECOM for any loss of or damage to the Customer Premises Equipment, except where such loss or damage is due to fair wear and tear or is caused by TATU TELECOM, or anyone acting on TATU TELECOM's instructions.

The Customer recognizes that no right, title or interest in the software contained in the Customer Premises Equipment vests in the Customer.

TATU TELECOM accepts no liability for any

loss suffered by the Customer or any third party as a result of the Customer's misuse of the Customer Premises Equipment or for any accidental damage. For the avoidance of doubt the [Exclusion of Liability Clause] will apply to the sale and supply of Customer Premises Equipment by TATU TELECOM other than the fact that TATU TELECOM's total liability in respect of any Customer Premises Equipment shall be limited to the value of the Customer Premises Equipment.

The Customer shall immediately notify TATU TELECOM of any fault, damage, loss, or theft of any Customer Premise Equipment and shall be responsible for its replacement costs at the prevailing retail costs of the equipment. Such replaced Customer Premise equipment shall remain the property of TATU TELECOM.

Without prejudice, TATU TELECOM shall only be responsible for the replacement of the Equipment in the case of manufacturer's defects covered by Warranty. TATU TELECOM shall use reasonable endeavours to extend to the Customer the benefit of any warranty as may be provided to TATU TELECOM (subject to any limitations and restrictions thereon) by the manufacturers of such Equipment, provided that any expense reasonably incurred by TATU TELECOM in extending such benefit shall be levied to the Customer's account and payable by the Customer.

Save for the above, all conditions or warranties in relation to any TATU TELECOM Equipment including the Customer Premise Equipment are excluded to the fullest extent provided by law including but not limited to any warranties and conditions expressed or implied by statute. Any warranty in relation to the Customer Premise Equipment will be deemed null and void should any damage or failure be as a result of failure to protect the Equipment by use of appropriate uninterruptible power supply or power surge systems, or as a result of any misuse of or tampering or interference with any TATU TELECOM Equipment by the Customer.

The Customer shall give possession to TATU TELECOM or its authorized agents any TATU TELECOM Equipment that the Customer believes to be damaged, faulty or defective,

together with all Equipment documentation that was supplied by TATU TELECOM by the Customer, within ten (10) business days of finding the fault or defect. For the purpose of this clause, business day means Mondays to Fridays between the hours of 0900 and 1700, excluding public holidays. TATU TELECOM shall then expeditiously provide the Customer with the available options to restore the Services, including replacing the defective equipment at the Customer's cost.

If the Services are terminated for whatever reason, the Customer shall immediately notify TATU TELECOM and initiate without access to Customer Site for TATU TELECOM TATU TELECOM's authorized agents for the purpose of uninstalling and recovery of the Customer Premise Equipment and any other TATU TELECOM Equipment.

Use of the Services

The performance of Internet component of the Services depends on the number of concurrent users and Customer may experience degraded performance the more the number of concurrent users. TATU TELECOM advises the Customer, when applying for the Services or during any Term of the agreement, to consult the Tariff Guide and with TATU TELECOM's sales representatives for:

- a) advice on the best possible service package for the number of concurrent users that the Customer expects to use the Services;
- b) advice on the service options for business, commercial and public uses under a totally separate agreement and terms and conditions not covered by this Agreement.

Access passwords: The Customer shall be granted access to the Services by TATU TELECOM through the use of certain passwords. The Customers shall exercise all due care and diligence in order to ensure the secrecy and confidentiality of the access passwords at all times. The Customer shall not disclose their access passwords to any third parties, or aid access to the Services to third parties outside the Customer Site and Customer's control, save with express written permission of TATU TELECOM.

The Customer shall not utilise and shall ensure that no other person utilising the Customer's access to the Services uses the Services:

- a) for resale or redistribution to any other person or entity; or
- b) for storing, reproducing, transmitting, communicating or receiving any Offending Material; or
- c) for fraud or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
- d) to cause annoyance, inconvenience or needless anxiety to any person; or
- e) contrary to any other instructions that may be communicated by TATU TELECOM to the Customer from time to time.

Upgrade and Downgrade of the Services by the Customer

The Customer may make an application to TATU TELECOM to Upgrade or Downgrade the Services as and when required by submitting a written request to TATU TELECOM or completing such Upgrade application form (including electronically via the Network) as may be made available by TATU TELECOM at that time or through TATU TELECOM's website.

The Customer agrees that a request for an upgrade or downgrade of service will be charged at the prevailing market rates and such payment will be made to TATU TELECOM prior to the next billing date. The Upgrade or Downgrade of service will be affected at the next billing date.

Any applicable Deposits and/or Installation Charges shall be payable upon acceptance of the Customer's application and prior to the Upgrade.

TATU TELECOM shall effect the Upgrade on the Customer's next monthly billing anniversary from the date of acceptance of the Customer's application and payment of the applicable upgrade Charges and any outstanding amounts due and payable to TATU TELECOM by the Customer prior to the Upgrade.

Suspension or Variation of the Services

TATU TELECOM may in its sole discretion suspend or vary the Services without liability to

compensate the Customer for any period during which:

- a) TATU TELECOM is required or requested to comply with an order or instruction of or on recommendation from the Government, court, regulator or other competent authority;
- b) TATU TELECOM reasonably suspects or believes that the Customer is in breach of the Terms and Conditions of this Agreement or any other Terms and Conditions referred to herein;
- c) such a suspension or variation is necessary to facilitate modifications to, or allow for planned maintenance of the Network provided that Customer is given reasonable notice of such suspension, termination or variation; and
- d) the Customer has not paid the Charges by the due date as provided in clause 6.2.

The Customer shall reimburse TATU TELECOM for all reasonable costs and expenses incurred as a result of the suspension, termination or variation of the Services where the suspension, termination or variation is implemented by TATU TELECOM as a result of any act or omission by the Customer.

The Customer will be liable for all periodic charges during any period of suspension where such suspension is occasioned by an act or omission of the Customer.

5. PAYMENT TERMS

Unless otherwise specified by TATU TELECOM:

Any applicable Deposits and/or Installation Charges shall be payable upon acceptance of the Customer's application and prior to connection to the Network.

Other Charges applicable to the Services shall be as set out or referred to in TATU TELECOM's Tariff

TATU TELECOM will, if the Customer so requests, issue and email an invoice to the Customer upon prepayment for the Services, at the email address specified in the Application Form, or at such other email address as may be notified to TATU TELECOM in writing from time to time.

If prepayment has not been received by TATU

TELECOM by the due date of the Customer's monthly billing anniversary then TATU TELECOM shall suspend the Customer's access to the Services until receipt of pre-payment in full.

If TATU TELECOM does not receive from the Customer the payment for the Services that TATU TELECOM is entitled to for the Initial term and any Additional Terms for a continuous period of 90 days, TATU TELECOM shall:

- a) initiate the uninstallation and collection of the Customer Premise Equipment and the Customer, unless they make good the payment due if full, shall cooperate without delay with TATU TELECOM in the recovery of the Customer Premise Equipment;
- b) Without prejudice to any other right or remedy, TATU TELECOM reserves the right to set off any amount owing at any time from the Customer to TATU TELECOM against any deposits or prepayment held by TATU TELECOM for the Customer under this Agreement.

6. EXCLUSION OF LIABILITY

The Customer agrees that the following exclusions of liability are reasonable:

TATU TELECOM, its officers, employees, sub-contractors agents and partners will not be liable to the Customer or any party for:

a) any direct, indirect, anticipated savings, goodwill, consequential, incidental or special loss, corruption or loss of data, injury, loss of life, destruction of property or damage to Customer Site or adjacent property or other costs arising out of or in connection with this Agreement in contract or tort or otherwise for any loss including as a consequence of a failure or delay in availability of the Network notwithstanding TATU TELECOM's awareness of the possibility of the Customer incurring the same;

b) any losses arising in connection with (i) Force Majeure events or other circumstances outside our control or outside our knowledge or that of any nominated sub-contractors (ii) subject to clause 4.1(f) above, any unforeseeable acts or omissions or negligent acts on the part of TATU TELECOM's service providers, suppliers, contractors, agents or employees;

c) the loss, late receipt or non-readability

of any download, transmission, or other communications or loss of data, data privacy or security transmission;

d) for any damage to the Customer Equipment or loss of data following the use of the Services. The Customer acknowledges and accepts that TATU TELECOM does not guarantee the security of the Services against unlawful access or use, the Customer shall therefore be required to take reasonable precautions while using the Services and the Customer shall in addition be required to adopt such appropriate security measures against unauthorised access to and interference with the Customer Equipment, associated software or equipment, hardware and data (including back up) as the Customer deem necessary; and

e) any charges or losses incurred as a result of or unauthorised use of the Services including following a theft of the same.

Except as provided in this Agreement, TATU TELECOM provides no warranties, conditions or guarantees as to the description or quality of the Services and all warranties, conditions or guaranties implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as is permitted by law.

Notwithstanding any other provisions of this Agreement, the Customer confirms and undertakes to indemnify and keep indemnified TATU TELECOM on demand for and against all proceedings, costs (including reasonable legal fees), claims, damages, expenses and liabilities of whatsoever nature howsoever suffered or incurred by TATU TELECOM arising out of or by reason of any act or omission on the part of the Customer, the Customer's employees, representatives or agents in the performance of the Customer's obligations under this Agreement including but not limited to any breach or non-compliance with any terms of this Agreement or negligence.

7. MAINTENANCE AND TESTING

TATU TELECOM will perform routine maintenance as is customary. All such maintenance will be performed on-site or remotely to remedy the service-related problem. The customer understands and agrees that

temporary interruptions may occur as normal and reasonable events in the provision of the Service. TATU TELECOM will endeavor to provide Customer five (5) business days advance notice, or if not possible, reasonable advanced notice if TATU TELECOM believes that such routine scheduled maintenance will affect Customer's Service. In the event of a network/systems emergency requiring immediate attention, TATU TELECOM reserves the right to perform emergency maintenance without notice or upon short notice and shall use all reasonable efforts to minimize the effect of such work on Customer Service. The customer acknowledges and agrees that TATU TELECOM will not be responsible for the Customer's inability to access the internet due to circumstances not in the direct control of TATU TELECOM, such as individual internet user's own equipment capabilities and/or limitations; internet browser software limitations.

8. FAULT REPORTING AND REPAIR

If the Customer reports a fault in the Services, TATU TELECOM will remedy the fault within the timelines defined upon reporting of the fault.

If work of any kind done by TATU TELECOM in response to a complaint made by the Customer of a fault in the Service reveals, no such fault, or the fault is found not to be in the Service, or the fault is as a result of the Customer's Equipment or otherwise caused by the Customer's default or failure to comply with such operational instructions as have been issued by TATU TELECOM, TATU TELECOM shall be entitled to demand payment from the Customer for the work done by TATU TELECOM or its authorised contractor and/or refund any money expended by TATU TELECOM in this regard.

9. EFFECT OF TERMINATION

Termination shall not affect any provision of this Agreement expressed to have effect after termination, or any other rights either Party may have against the other Party subsisting at the time of termination.

TATU TELECOM shall use all reasonable endeavours to disconnect the Customer Premises Equipment from the Network and to uninstall and recover the Customer Premise

Equipment for the Customer Site immediately upon notice to do so.

The Customer shall allow TATU TELECOM or TATU TELECOM's authorised representatives to uninstall and recover its Customer Premise Equipment and any other TATU TELECOM Equipment at the Customer Site without delay.

10. VARIATION OF THE AGREEMENT

TATU TELECOM may change this Agreement at any time upon issuance of a thirty (30) days' notice to the customer.

In addition to TATU TELECOM's right to change this Agreement under clause 10.1 above, TATU TELECOM may also change this Agreement at any time with the agreement of the Customer. TATU TELECOM will give the Customer written notice of the changes and publish details of any change on the TATU TELECOM Website at least 28 days before the change is to take effect. The Customer shall, within 28 days of the service of TATU TELECOM's notice (or such other period as may be set out in TATU TELECOM's notice) of the changes, communicate its acceptance or rejection of the proposed changes. TATU TELECOM shall deem the Customer as having accepted the proposed changes if it does not receive the customer's rejection within the provided 28 days.

11. NOTICES

The Customer must notify TATU TELECOM of any change of address, user or contact detail immediately upon such change been effected. The Customer agrees that in the event the change includes a physical change of address the Customer will notify TATU TELECOM to effect the removal of the Customer Premises Equipment and the installation of the same at the new address of the customer. For the avoidance of doubt the Customer will not uninstall or cause to be uninstalled the Customer Premises Equipment without the prior authorisation of

TATU TELECOM.

Any notices in regard to any information that TATU TELECOM may wish to send to the Customer from time to time including but not limited to variations to these modifications/ variations to the Services or Tariffs, any promotions and other information will be at the email address specified in the Application Form, or at such other email address as may be notified to TATU TELECOM in writing from time to time, or on TATU TELECOM's website <http://www.tatutelecom.com/>, or through advertisement in a daily newspaper. The Customer will be deemed to have been bound by such variation by continuing to use the Services.

12. GOVERNING LAW AND DISPUTE RESOLUTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of Kenya.

Any dispute arising between the parties with regard to this Agreement or a Request Form that is not amicably resolved within sixty days of either Party notifying the other of the dispute shall be referred to arbitration by a single arbitrator appointed by mutual consent between the Parties or failing such consent within fourteen (14) days from the date of issuance of a written proposal by one Party to the other, then either party may request the Chairman for the time being of the Chartered Institute of Arbitrators – Kenya Branch to appoint the arbitrator. Arbitral proceedings shall be conducted in Nairobi, Kenya in accordance with the provisions of the Arbitration Act (Act No. 4 of 1995) (as amended from time to time).

The arbitral award shall be final and binding on the parties provided always the Parties reserve the right to institute enforcement proceedings or appeal on points of law.

CUSTOMER'S CONSENT

I agree to abide by the terms and conditions specified above and hold myself responsible for payment of all set-up fees, one-off charges, annual fees (if any) and monthly internet subscriptions and all other relevant charges until such a time as the agreement is terminated in accordance with the agreement

Applicant's Name
Authorized Signatory

Signature..... Date