



APPLICATION FORM

Data Communications Ltd



1st Floor, Chr. Mgr. Gonin & Lislet Geoffroy Streets, Port Louis, Mauritius
 Tel: (230) 203 6090 / 210 1327 - Fax: (230) 211 9467
 Email: info@dcl.mu - Website: www.dcl.mu
 VAT: 20164050 - BRN: C07018379

APPLICANT DETAILS

Applicant Name:		VAT No. (If applicable):	BRN (If applicable):
Company Contact Name:		NID:	
Individual Contact Name:		NID:	
Address:			
Tel:	Fax:	Mobile:	E-mail:

BOOST PACKAGE * (please tick appropriate package - only one package can be chosen per application form)

BASIC

Rs 2,175 *

Internet - 512kbps
Email Account -1 user
Website up to 3 pages
IP Phone -1
ERP Account - 1 user
Storage Capacity (up to 5 GB)
Easicall International Calls - up to a value of Rs 300, FREE
Installation and Setup - Up to a value of Rs3000 OFFERED
Training and Support

* Monthly Charge

BETA

Rs 3,890 *

Internet - 1 Mbps
Email Account - 3 users
Website up to 5 pages
IP Phone -2
ERP Account - 3 users
Storage Capacity (up to 15 GB)
Easicall International Calls - up to a value of Rs 450, FREE
Installation and Setup - Up to a value of Rs3000 OFFERED
Training and Support

* Monthly Charge

BLISS

Rs 6,290 *

Internet - 2 Mbps
Email Account - 5 users
Website up to 7 pages
IP Phone -3
ERP Account - 5 users
Storage Capacity (up to 50 GB)
Easicall International Calls - up to a value of Rs 600, FREE
Installation and Setup - Up to a value of Rs3000 OFFERED
Training and Support

* Monthly Charge

NAME OF EXISTING DOMAIN (IF APPLICABLE): _____

*All prices are inclusive of VAT
 *Prices are in Mauritian Rupees

Date / /

Signature _____

GENERAL TERMS AND CONDITIONS

This Agreement is between you, _____, located at _____ (hereafter referred to as 'the Beneficiary'), represented by _____ and DATA COMMUNICATIONS LTD, located at 1st Floor, Corner Mgr Gonin and Lislet Geoffroy Streets, Port Louis, Republic of Mauritius, (hereafter referred to as 'DCL'), represented by _____.

These terms and conditions govern your use of the services provided by DCL, which include Internet, Telephony, Website, Emailing services, Storage facilities and an Enterprise Resource Planning solution (hereafter collectively referred to as 'the Services'). By signing this document, you admit having read and understood the terms and conditions and agree to be bound by them.

1. Effectiveness

This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters of all the Services covered as they are mutually understood by both parties and takes effect as from the _____.

2. Term & Termination

The initial term of this Agreement shall be for one year, starting on the date of signature of this Agreement and shall thereafter be renewed automatically on an annual basis unless the notice period for termination is respected. The agreement may, after the minimum period of one year, be terminated expressly and in writing with a notice period of 3 months.

The Beneficiary hereby agrees to pay DCL all fees and charges due pursuant to the provisions of this Agreement for a minimum period of one year.

3. Charges & Payment

The Services will be charged according to the package chosen by the Beneficiary, the details of which are annexed hereunder (see Annex ____). The packages defined are subject to pre-defined upgrade costs as per the afore-mentioned Annex. The pricing of the detailed services may be subject to changes, with prior notice being given to the Beneficiary.

An initial deposit of Rs3,000 will be charged for the Basic package, Rs5,000 for the Beta package and Rs7,000 for the Bliss package and is refundable at the end of the contract.

Payment to the provision of Services according to this agreement shall be made to DATA COMMUNICATIONS LTD on the basis of a direct debit, following which relevant receipts and invoices will be issued. Service charges for the Services will be as per the package chosen (see Annex ____). Charges are billed on a monthly basis in advance, by the last date of the preceding month.

DCL Bank Details: A/C No: 01-1502177

Bank Address: MAURITIUS COMMERCIAL BANK LTD
Sir William Newton Street
Port Louis

4. Scope of Services

The Services include an Internet service, Email service, Website service, IP Telephony, Enterprise Resource Planning, Storage facility and International Calling services with the corresponding training and support. Installation and set up of equipment are also covered by the Services at no additional cost.

The individual services are offered in different capacities and quantities as per 3 different packages with corresponding prices (See Annex ____). The packages may be upgraded against the payment of an upgrade fee which varies according to each package.

DCL warrants to the Beneficiary that it will provide all the Services ordered with reasonable care and skill and that all equipment and related accessories, delivered to the Beneficiary shall, to the extent of our knowledge, be free of any material or manufacture defects.

DCL shall do whatever is necessary within its capacities to ensure the well-functioning of the Services offered, subject to geographical and technical availability of the Services. Unless otherwise agreed, DCL will solely determine the technical means required for the installation and provision of the Services.

5. Pre-requisites

The Beneficiary must be a registered person or licensed company, as may be required, under the laws of Mauritius and must be classified as a Small and Medium Enterprise.

The Beneficiary must have a registered business address.

The Beneficiary must possess a working phone line, in the case where the designated area falls outside the coverage area of Alice 4G.

6. Ownership

Ownership of all the equipment, materials, documents and software (including layouts, designs, logos and functionalities) provided by DCL remain the sole and exclusive property of DCL. Equipment provided by DCL is given on lease to the Beneficiary. The Beneficiary is also given a license to use software provided to him/her.

The Beneficiary shall not:

- allow anyone other than the authorised users to have access to the Software or provide the Software as part of a service given to others
- copy the Software, irrespective of whether the copy is for back up or archiving purposes
- modify the Software, take it apart or allow anyone other than DCL to do so
- reverse engineer the Software or use it to develop his/her own similar software.

7. Conditions of Use

The Beneficiary shall be entirely responsible for the usage of the Services and agrees to be held liable to DCL for damages to the provided equipment and accessories as from installation, through his/her negligence save normal wear and tear.

The Beneficiary acknowledges and agrees that the equipment, accessories and software made available at the Beneficiary's place are solely for the provision of the Service. Under no circumstances shall the Beneficiary own or remove any identifiers of DCL's ownership interest in the equipment or any right to own, possess, hold or retain the equipment, accessories and software.

The Beneficiary warrants and undertakes that the use of the Services shall comply with any relevant legislation and regulatory provisions and that DCL shall be indemnified in respect of any liability incurred as a result of any breach.

8. Maintenance & Support

DCL will provide up to 2 hours remote assistance via phone support per month. Support services will be further detailed in a separate Service Level Agreement.

9. Limitation of Liability

The Beneficiary shall indemnify DCL and hold DCL harmless against any damages solely attributable to the Beneficiary based upon inconvenience including but not limited to loss of product, loss of data, loss of profit, loss of business opportunities, loss of goodwill, interference with business relationship or other commercial loss even if advised of the possibility of such loss, claims from third parties and any other damages whether incidental, consequential or otherwise.

DCL shall not be liable for failure to meet the contractual obligations due to force majeure, which includes strikes, blockage, war, mobilization, revolution or riot, natural disaster, in so far as such an event prevents or delays DCL to attend the premises.

10. Privacy

In case DCL possesses personal data about the Beneficiary, DCL, in compliance with the Data Protection Act currently in force in the Republic of Mauritius agrees to keep the Customer's confidential information for business purposes only and to use it for lawful and specified purposes only. Please read the DCL Privacy Policy available on our website at <http://www.dcl.mu/index.php/privacy-policy> for more information.-

11. Dispute Resolution

In the event of a dispute between the Beneficiary and DCL in regard to this agreement, the Beneficiary shall in the first instance, bring the dispute to the attention of the management team of DCL at the earliest in written form.

In case the dispute cannot be resolved in an amicable manner through conciliation, either party may seek for mediation or/and arbitration under the Mauritius Chamber of Commerce and Industry. The decision of the arbitrator shall then be final and binding on the parties and may be enforced in any court of competent jurisdiction by either party.

12. Applicable Law

All terms and conditions and disputes related to the interpretation of this contract or application form shall come under the exclusive jurisdiction of the courts of The Republic of Mauritius.

Declaration

I/We have read and understood the above general conditions of order. This agreement will be in force for a period of one (1) year taking effect on

.....and ending on and will be automatically renewed as per the terms and conditions detailed above. I/we certify that all information given by me/us in this application form is correct.

Date / / Signature _____