



Mauritius Network Services Ltd
Silicon Avenue, Cybercity, Ebene, 72201, Republic of Mauritius
T: (230) 401 6800 | F: (230) 401 6801
Email: mnsmail@mns.mu | <https://mns.mu>

Agreement No:

Date:

NETWORK SERVICE AGREEMENT

BETWEEN

MAURITIUS NETWORK SERVICES LTD.
(hereinafter referred to as "MNS")

and

(hereinafter referred to as the "Customer")

of

(address)

MNS and the Customer hereby agree as follows:

Initials- MNS

Initials- Customer



1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

“Personal Data”	has the same meaning as in the Data Protection Act 2017.
“Recipient”	means the Customer who uses the System to receive messages from another Customer who is either directly or indirectly using the services of MNS.
“Sender”	means any Customer who accesses the System to transmit electronic messages to another Customer who is either directly or indirectly using the services of MNS.
“Services”	means granting of a right of access to the System for preparation and transmission of electronic messages, or any data in defined transmittable format, and shall include any value-added features which may be added from time to time by MNS.
“System”	means the computers, networks, and other systems, programming and communication facilities required by MNS for the operations of the Services.

1.2 Interpretation

- (a) A reference to one gender includes a reference to the other genders, unless the context otherwise requires.
- (b) Terms that are defined in the singular have the corresponding meaning in the plural and vice versa.
- (c) A reference to a person includes a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person.
- (d) The word “shall” shall be read as imperative.
- (e) A reference to an amendment includes a supplement, variation, replacement, novation or re-enactment (and amended must be construed accordingly).
- (f) Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.
- (g) Except where otherwise indicated, any reference to time means local time in Port Louis, Republic of Mauritius.

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2 TERMS OF SERVICE

- 2.1** This Agreement sets out the general terms and conditions on which the Customer may avail itself of various Services subject to any other Service-specific contract parameters set out (i) in the subsequent forms for registration for Services selected by the Customer and (ii) on the websites of MNS (which shall include those, but not limited to, set out on <https://tradenetmns.mu>, <https://portalmns.mu>, and <https://cnpmns.mu>).
- 2.2** It is also convened between the parties that the terms of supply of the Services as set out in the present Agreement may be varied from time to time by online notifications through MNS various websites, including those listed above or by such other forms of communication elected by MNS. Upon receipt of a notification of variation in terms of supply of Services, it shall be open to the Customer to either (i) where the Customer is in agreement with such varied terms, signify its acceptance of same though the continued use of Services and accessing of System ; or (ii) where the Customer is not in agreement with such varied terms, signify its rejection of same to MNS in writing and refrain from using the Services, accessing the System . Where the Customer has notified MNS of its rejection of such varied terms, it shall be open for the parties to negotiate in good faith on the possibility of reaching an understanding for a period of 14 days after receipt of such notification by MNS. Should no agreement have been reached on the varied terms by the end of this negotiation period, it shall be open to either party to terminate the Agreement in accordance with clause 5.2.
- 2.3** MNS (and the relevant third party intellectual property owners for those components of the System which do not belong to MNS) retains all ownership rights in the System, and the Services.
- 2.4** The Customer’s right to use of the Services shall commence on a date to be specified in writing by MNS after creation of the Customer login and password, which will be assigned to the Customer; or, as the case may be, upon confirmation by MNS of satisfactory payment of the relevant fee.
- 2.5** While MNS endeavours to ensure that the Services are normally available 24 hours a day, MNS shall not be liable if for any reason the Services are unavailable at any time or for any period.
- 2.6** Access to the Services may be suspended temporarily and without notice in the case of system failure, upgrades, maintenance or repair or for reasons beyond MNS’s control. MNS will take reasonable steps to minimize such disruption, to the extent it is within MNS’s reasonable control.
- 2.7** MNS may modify or discontinue, temporarily or permanently, all or any portion of the Services, with prior notice. MNS shall advise the Customer thirty (30) days prior to any change to the Services which in MNS’ judgment would significantly alter the Services. A change in scope of Services shall be endorsed or rejected by the Customer in accordance with the provisions of clause 2.2.

3 CUSTOMER’S OBLIGATIONS

- 3.1** The Customer is responsible to maintain, at its own expenses, adequate hardware and equipment to access and use the Services.

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- 3.2 The Customer is responsible for the confidentiality of the password associated with the account and user identification number assigned by MNS upon registration of the Customer to use the Services.
- 3.3 The Customer is responsible and shall ensure the controlled, authorised and supervised usage of the password and controlled, authorised and supervised access to the Services.
- 3.4 The Customer shall not:
 - (a) remove, obscure, or alter any text, copyright, or other proprietary notices contained in the Services;
 - (b) alter, copy, modify, or re-transmit the Services;
 - (c) not use any software which has the net effect of degrading the quality of the System or the level of Services. This includes, but is not limited to, any type of spam software (regardless if email is involved or not), virus, trojan or any form of similar software or software with functionality having a comparable effect. The determination of which software degrades the quality of the System or the level of Services shall be carried out at the sole discretion of MNS;
 - (d) lease, license, rent, sell, or otherwise make available, for or without payment, the right to use the Services;
 - (e) without the prior written consent of MNS, assign this Agreement or any part hereof, to any other party;
 - (f) without the prior written consent of MNS, use the Services to provide bureau services to any other party or in any way "on sell" MNS services to a third party.
- 3.5 The Customer shall turn only to MNS or its authorised agents for support, assistance or the like with respect to the Services.

4 TERMS OF PAYMENT

- 4.1 The Customer shall pay a fee in consideration for the access to and for the use of the Services or any other services provided by MNS.
- 4.2 The applicable fees and terms of payment are posted on the MNS website <https://mns.mu>, or on any other websites which MNS may use in future, and the Customer hereby confirms having taken cognizance of the applicable fees and terms.
- 4.3 MNS reserves the right to review the applicable fees from time to time, which will be posted on the MNS website. The continued use by the Customer of the Services from shall deem acceptance to the fee as posted.
- 4.4 If MNS does not receive payment from the Customer whether in respect of the initial bill or any subsequent bills at the date specified therein,

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- (a) a surcharge on the outstanding bill in the amount specified from time to time on the MNS website (as above) shall apply; and
- (b) the use of the Services shall be suspended immediately.

- 4.5 The Services may be reinstated at the sole discretion of MNS and subject to the payment of all outstanding bills, surcharges and a reconnection fee.
- 4.6 MNS reserves the right to charge interest over any sum that remains unpaid at the rate specified in MNS bills from the due date to date of full payment.
- 4.7 Notwithstanding clauses 4.4, 4.5 and 4.6 above, the Customer shall remain liable to MNS for the payment of any outstanding fees or charges.
- 4.8 The Customer shall keep MNS fully indemnified against all losses and expenses arising from the Customer's breach of this Agreement, including without limitation from non-payment of any bill.
- 4.9 Where any amount under this Agreement has to be recovered through the services of an attorney, MNS shall be entitled to recover legal costs (including attorney's commission) and other costs incurred to enforce the provisions of this Agreement.

5 COMMENCEMENT AND TERMINATION

- 5.1 This Agreement shall become effective on the date first above-written in this Agreement.
- 5.2 Either party may terminate the Agreement on giving one month's prior written notice to the other party.
- 5.3 This Agreement shall be terminated if the Customer fails to comply with any of the terms and conditions of this Agreement.
- 5.4 It is agreed that clauses 1.2, 6, 8, 9, 10, 12 and 13 shall survive the termination of this Agreement.
- 5.5 MNS reserves the right to refrain from providing the Services and to terminate the Agreement forthwith if the Customer is faced with an insolvency event, enters into a compromise with its creditors, goes into administration, receivership or liquidation.
- 5.6 The termination of this Agreement shall not relieve the Customer of its obligations to make payments which may have been accrued hereunder, but which remained unpaid as of the date of termination.

6 COPYRIGHT AND TRADEMARK

All images, text and any other content on the Services are protected by copyright, trademark, patent or other proprietary rights and laws. MNS reserves its rights in and to all other content contained in the Services.

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7 PROHIBITED USE

The Customer may not use the Services (1) in any manner that violates any law, regulation, treaty or infringes on the legal rights of any third party, (2) in any manner which is defamatory, fraudulent, indecent, offensive or deceptive, (3) to threaten, harass, abuse or intimidate others, (4) to damage the name or reputation of MNS, its licensors, affiliates, or subsidiaries, (5) to break security on any computer network, or to access an account that does not belong to the Customer, and (6) in any manner that interferes with other Customers' use and enjoyment of the services provided by MNS.

8 LIABILITY

- 8.1** In no event shall MNS be liable to the Customer for any damages including for any loss of profits, increase in costs, or other indirect, incidental, special or consequential damages arising out of the use or inability to use the Services even if MNS has been previously advised of the possibility of such damage.
- 8.2** The Customer shall indemnify MNS against any damages or claims by any one arising out of any breach of this Agreement.
- 8.3** Without prejudice to the generality of clause 8.1, MNS shall not be liable for any damages or for any loss of profit or other consequential damages caused by the unauthorised use of the password or any confidential information resulting from the Customer's negligence.
- 8.4** The Customer shall indemnify MNS for any damage towards any person as a result of unauthorised use of the password or confidential information due to the Customer's negligence or failure to observe the terms of this Agreement.
- 8.5** No legal action for damages shall be taken against MNS for any cause whatsoever related to this Agreement if such default is due to any circumstances outside MNS control. Such circumstances comprise, but are not confined to, acts of God, war, system hacking, riots, sabotage, and any event of force majeure.
- 8.6** The liability of MNS for damages to the Customer, for any cause whatsoever and regardless of the form of action, whether in contract or any other forms including negligence or otherwise, shall not exceed a total of the last 3 month's payments of fees of the Customer to MNS.

9 DATA PROTECTION

- 9.1** MNS shall, in relation to (i) personal data provided by the Customer at the time of registration, acts as a data controller, and (ii) personal data collected and processed while the Customer accesses and uses the Services or any other services provided by MNS, act as a data processor.
- 9.2** The Customer warrants that it has taken appropriate security and organisational measures for the prevention of unauthorised access to, alteration of, disclosure of, accidental loss, and destruction of the Personal Data in its control, and confirms that it is satisfied with the security and organisational measures which MNS has implemented for the purposes of this Agreement.
- 9.3** Where the Customer is unable to use the Services (e.g., inability to upload data, including personal data), it may require the technical assistance of MNS. Where

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the Customer provides personal data to MNS to determine if there is any errors in such data, MNS will, subject to any obligation to disclose such data to any person as may be required by law, keep such data confidential and use them only for the purpose(s) for which they have been disclosed to MNS.

- 9.4 The Customer warrants that it shall at all times comply with the Data Protection Act 2017 (the "Act"), including but not limited to, obtaining the necessary consents from data subjects where such consents are required under the Act.
- 9.5 The Customer shall obtain all relevant consents prior to transferring or requiring MNS to transfer Personal Data to another country or making same accessible from another country.
- 9.6 The Customer agrees that MNS, as a processor, may use the services of a sub-processor, whether located in Mauritius or outside Mauritius, provided that MNS will ensure that the sub-processor provides adequate protection to the processing activities, and that any sub-processor appointed by it, acts only on instructions received from MNS; and such sub-processor shall be bound by the obligations devolving on MNS under section 31(1) of the Data Protection Act 2017.

10 CONFIDENTIALITY

- 10.1 MNS shall keep the Customer's data and programs in the Services strictly confidential.
- 10.2 MNS shall use its best endeavour to protect the Customer's data or programs from unauthorised access by any other party.
- 10.3 The Customer acknowledges that the field of information technology is not fault proof, that software come inherent with bugs, that network transmissions sometimes fail, that data being processed through a system or network may be corrupted. To that end, should the Customer's data or programs be altered or destroyed due to the use of Services, MNS undertakes to use its best endeavours to reconstruct the Customer's data or programs.
- 10.4 The Customer shall obtain the prior written approval of MNS before the release of any publication or any information or material, pertaining to or related to this Agreement.
- 10.5 It is acknowledged that the use of Services and the requirement of achieving the functionality associated with such usage may entail that MNS transfers information supplied by the Customer to third parties. The Customer hereby agrees to such proposed disclosure of information. To the extent that such information includes personal data or the purposes of the Data Protection Act, the Customer procures that it shall obtain such third party consents as may be required by the Act or otherwise from both relevant data subjects and relevant authorities (including those to be obtained for the benefit of MNS) in order to allow for the uploading of such data on the MNS System, the processing and the transmission of same to third parties.

11 INTERCHANGE STANDARDS

- 11.1 The Customer shall take reasonable steps to ensure that its data interchanged is correct, complete and secure and further undertakes to prevent unauthorised

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access to the System. The Customer shall also take reasonable steps to ensure that they are capable of receiving any transmission.

- 11.2 The Customer shall further take reasonable steps to ensure that transmitted data of a confidential nature is not disclosed to any unauthorised person.
- 11.3 If the data received appears not to be correct, in good order, or complete in form, the Customer shall inform the sender thereof as soon as possible.
- 11.4 If the Customer receives the data not intended for him, it shall as soon as possible inform MNS thereof and shall delete the information contained in such data from the System.
- 11.5 The sender of the data may request the Recipient to confirm the contents of the data, or any part of it, without prejudice to any subsequent consideration or action that the contents may warrant. A Recipient shall not act on such data interchanged until he has complied with the request of the sender.
- 11.6 If the sender has not received the requested confirmation within a reasonable time, he shall take all necessary actions to obtain same. If, despite such actions, a confirmation is not received within a reasonable period of time, the sender shall advise the recipient accordingly and, if he does so, he may assume that the data interchanged has not been accepted correctly.
- 11.7 The Customer acknowledges and agrees that MNS may, for legal and regulatory purposes:
 - (i) retain a copy of all personal data it collects and processes to provide access to Customers to the Services, and
 - (ii) retain a copy of (i) all information submitted by the Customer through the System and (ii) data logs generated by the System in connection with the use of the Services,

for such period as may be required under the applicable law.

12 EVIDENCE

Neither party shall not take objection to the admissibility of data log, archives documents and audit trail documents produced, in whatever form, in any Court proceedings by reason of such information being in electronic form.

The parties agree that this Agreement shall not be denied legal effect, validity or enforceability solely on the ground that it is in scanned or electronic form. No exception as regards the admissibility of the scanned or electronic version of the Agreement will be taken by either party in any Court proceedings.

13 GOVERNING LAW

The Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Mauritius for every purposes. The parties submit to the exclusive jurisdiction of the courts of the Republic of Mauritius.

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**MAURITIUS NETWORK
SERVICES LTD**

Signature

Name

Date



Company Stamp

CUSTOMER

Signature

Name

Date



Company Stamp