



TERMS OF USE

10 August 2018

TERMS OF SERVICE

All access to any area on the websites of Mauritius Network Services Ltd. (MNS) (which shall include those, but not limited to, set out on <https://tradenetmns.mu>, <https://portalmns.mu>, and <https://cnpmns.mu>, collectively referred to as the "Websites", is governed by the terms below and shall, at all times be read in conjunction with the agreement which you, as a customer of MNS, have signed with MNS to have access to the various Services.

ACCESS TO THE WEBSITES

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.

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 minimise such disruption, to the extent it is within MNS's reasonable control.

MNS may modify or discontinue, temporarily or permanently, all or any portion of the Services, with prior notice. MNS shall advise you thirty (30) days prior to any change to the Services which in MNS' judgment would significantly alter the Services.

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

SECURITY

We use available technology to protect the security of communications made through the websites of MNS.

However, MNS does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through its websites.

You must take appropriate steps to keep your information, software and equipment secure. This includes keeping your login details and password confidential.

FEES

You shall pay a fee in consideration for the access to and for the use of the Services or any other services provided by MNS in accordance with the agreement you have signed.

The applicable fees and terms of payment are posted on the MNS website <http://servicesmns.mu>, or on any other websites which MNS may use in future, and by having access to the Services and by using such Services, you hereby confirm having taken cognizance of, and are agreeable to the payment of, the applicable fees and terms.



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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 after the revision of the applicable fees posted in the manner specified above constitutes acceptance of the applicable revised fees as posted.

INTELLECTUAL PROPERTY

MNS and the relevant third party intellectual property owners for those components of the System which do not belong to MNS retain all ownership rights in the System, and the Services. The Websites, including the source code, images, text and any other content are protected by law. MNS reserves its rights in and to all its intellectual property materials. No part of the Websites may be reproduced or re-used for any commercial purposes without the prior written permissions of MNS.

PROHIBITED USE

You are prohibited from using 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.

LIABILITY

In no event shall MNS be liable to you 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.

DATA PROTECTION

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 and shall at all times comply with the applicable data protection law.

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 by using the Services confirms that it is satisfied with the security and organisational measures which MNS has implemented to enable the Customer to use the Services.

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 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.

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.

CONFIDENTIALITY

MNS shall keep the Customer's data and programs in the Services strictly confidential.

MNS shall use its best endeavour to protect the Customer's data or programs from unauthorised access by any other party.

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.

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.

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 2017, 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.

VARIATION

These terms may be varied at any time by updating this page. You must visit this page from time to time and review the current terms as they are binding on you. In addition, the terms of supply of the Services as set out in your agreement may be varied from time to time by online notifications through MNS various websites,



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including those listed above or by such other forms of communication elected by MNS.

GOVERNING LAW AND JURISDICTION

These Terms shall be subject to, governed by, and interpreted in accordance with, the laws of the Republic of Mauritius and disputes arising out of or in connection with these provisions shall be resolved exclusively before the courts of the Republic of Mauritius.