



TERMS AND CONDITIONS: HABARI MAX

THIS INTERNET SERVICE AGREEMENT is made between HABARI NODE LIMITED an Internet Service Provider of 13 Nyerere Road, Mahakama Street, Arusha in the United Republic of Tanzania (herein called "HABARI" which expression shall include where the context admits its successors and assigns) on one part and the recipient of the service as per the details provided in the Application Form (herein after called "The CUSTOMER" which expression shall where the context so admits include his/her/its successors and assigns). WHEREAS:

1. The CUSTOMER is desirous of being supplied with an internet service.
2. HABARI is willing to supply the same, which consists of infrastructure provision as well as data, conditional on a technical assessment for the purposes of confirming availability of the resources and capacities required to do so, and subject to the covenants, agreements, conditions, restrictions, stipulations and provisions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH

1. The CUSTOMER at his own request and instance shall be supplied with the internet service as per the Package details provided in the Application Form.
2. HABARI guarantees that upon payment of the internet service subject matter of this agreement the CUSTOMER shall enjoy the following add-on services and waivers; (i) Remote Troubleshooting and link uptime monitoring (ii) Equipment checks and servicing (iii) Firmware updates
3. HABARI's remote support team will be available to offer customer service 24/7 on the following contacts; +255 659 074 444 or email support@habari.co.tz
4. Should the CUSTOMER default on payment for the service at any point, HABARI may disconnect the CUSTOMER immediately and recover devices installed at the customer's premises at any point

5. Equipment installed by HABARI at the CUSTOMER site will solemnly remain HABARI's property and unless agreed otherwise will be collected upon service termination. This does not pertain to any equipment purchased directly by the CUSTOMER.
6. The CUSTOMER agrees that he will hand over the equipment installed by HABARI at the CUSTOMER at any point if the network has not been paid for.
7. The CUSTOMER agrees and understands that the installation fee paid for in the first month does not cover the cost of the equipment, and equipment therefore must be handed over upon termination of service.
8. The internet packages are designed to provide speeds up to the maximum value assigned to that package. For Max packages, the CUSTOMER shares internet speeds with other users on the network as per a prescribed sharing ratio. As a result, the actual speeds experienced by the CUSTOMER may vary at any given time as dependent upon the activity of other users sharing the network. HABARI, however, designs the network such that the speeds experienced on average are commensurate with normal use for the number of users recommended for your package.
9. To ensure that the maximum number of customers get the best speeds, HABARI reserves itself the right to limit the bandwidth of the CUSTOMER if he is deemed to be a network abuser, overusing the network to the expense of other customers' experiences.
10. Breach by the CUSTOMER of any of the special conditions below may result in immediate termination of this agreement and disconnection of the internet service. Should this occur, the CUSTOMER will continue to be liable for any amounts due to HABARI pertaining to provision of the service including for any equipment rental fees included within the monthly fee.
11. Any changes to the terms of this agreement will be communicated by HABARI to the CUSTOMER with 30 days' advance notice to the effective date