

## MTDS ADSL Internet Connection Service Terms and Conditions.

This Agreement is entered into by and between MTDS SA 14 rue 16 novembre Agdal Rabat, Morocco, and You the customer, with legal residence at the address listed on the subscription form effective as of the date of application on the application form.

### 1) AGREEMENT

a) Internet Connection Service. MTDS agrees to provide Customer Internet Connection Service as described on the application form.  
b) Changes to Agreement. MTDS may revise the terms and conditions of this Agreement from time to time (including policies that may be applicable to the usage of the Service) Revisions and changes to any term or condition other than monthly price shall be effective immediately upon posting. Increases in price shall be posted by e-mail or on the website with thirty (30) days prior written notice. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and agree to be bound by them. In the event that we increase the price with valid notice and you wish not to pay the higher price you must notify us in writing immediately that you wish to cancel the service pursuant to section 9(b)(i) below.

### 2) TERM

The term of this Agreement shall be defined as 12 months and will commence on the date that service is installed onto the customer's telephone line. If there is a period between the effective date of signing this Agreement and the initial installation of services at customer premises all mutual obligations shall be in effect except that MTDS shall not invoice customer for monthly recurring charges for this period. The term shall commence on the first full month following installation of services to the customer. Partial service prior to start of full term shall be prorated. This Agreement shall automatically renew for successive terms of equal length unless either party notifies the other in writing thirty days prior to the expiration date of this agreement that they do not wish to renew this Agreement.

### 3) PRICE, PAYMENT OF FEES

Price. The monthly recurring price is listed on the ADSL Subscriber Sign-Up form. Invoices and Payment: MTDS will charge the customer's credit card of record on a monthly basis at the beginning of the service period.  
Installation. A one-time service initiation and service installation fee is due upon execution of this contract and listed on the application form.

### 4) TRADEMARKS/PROPRIETARY RIGHTS/PUBLICITY/CONFIDENTIALITY

a) Use Of MTDS's Name and Trademarks. All trademarks, service marks and tradenames identifying MTDS or MTDS products or services are the exclusive property of MTDS. Customer shall take no action that jeopardizes the Marks. Customer shall not use a Mark or the name of MTDS in any advertising, promotional material, or public announcement without the prior written approval of MTDS. This provision applies reciprocally to all Marks of Customer.  
b) Use of Customer's Name. Customer acknowledges that use of the Internet connection service will require that MTDS include Customer's name in registrations and administrative filings which are available to the public.

### 5) CONTENT RESPONSIBILITY.

Customer shall be solely responsible for the content of any transmissions over the Internet by Customer and any third party using Customer's facilities. Customer agrees that neither it nor any third party utilizing Customer's facilities will use Internet Connection Service for illegal purposes, or to interfere with or disrupt other network users, network services, or network equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and virus, and using the network to make unauthorized entry to any other machine accessible via the network. MTDS reserves the right to alter or terminate service if Customer is found to be in violation of any of the above.

6) DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. MTDS AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Neither MTDS nor its suppliers shall be liable for any damage that Customer may suffer arising out of use, or inability to use, the Service or products provided hereunder. Neither MTDS nor its suppliers shall be liable for unauthorized access by third parties to Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.

MTDS provides Service strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Except as expressly set forth herein, Customer accepts all risk, including all risk with respect to suitability, use and performance of Service. MTDS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In any instance involving performance or nonperformance by MTDS with respect to services provided hereunder, Customer's sole remedy shall be the crediting of a pro rata portion of the price paid for Service which was not provided. Credits will be provided only for periods of lost service greater than 24 continuous hours. MTDS shall not be liable for indirect, consequential, incidental, or special damages even if advised of the possibility in advance. MTDS shall not be liable for any lost property or data of Customer. MTDS's liability for damages to Customer for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Customer to MTDS hereunder during the one (1) month period preceding the incident giving rise to the claim for damages.

### 7) DISCLAIMER OF CONSEQUENTIAL DAMAGES.

IN NO EVENT WILL MTDS, ITS AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING LOST REVENUES OR LOST PROFITS, LOSS OF DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY OF USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 8) INDEMNIFICATION

Indemnification by Customer. Customer agrees to defend, indemnify and hold MTDS and its suppliers harmless from and against any claim or demand asserted by any third party due to or arising out of use by Customer of services provided hereunder.

### 9) TERMINATION

a. Termination By Either Party. If any of the events below occur with respect to one party, then the other party may terminate this Agreement effective immediately upon the delivery of written notice:

- i. A party becomes insolvent; files a voluntary petition in bankruptcy; proposes any dissolution or liquidation; has filed against it an involuntary petition in bankruptcy, or a receiver is appointed or takes possession of the party's property, and such petition is not dismissed or stayed within ninety (90) days of such filing, appointment or taking possession; makes an assignment for the benefit of creditors, or is adjudicated as bankrupt; or takes any similar action under the laws of any jurisdiction.
- ii. Material breach of this Agreement which is not remedied within thirty (30) days after written notice (describing the breach with particularity) has been given.
- iii.

#### b) Termination By Customer

- i) Customer may terminate this Agreement without penalty upon thirty (30) days written notice in the event that MTDS makes material and substantial changes or adds material and substantial terms and conditions which Customer elects not to accept.
- ii) Quality of Service. If Customer experiences service, availability, or support that is repeatedly below reasonable and accepted industry standards, Customer shall provide written notice to MTDS detailing any such deficiency. If after thirty (30) days from receipt of said notice, deficiency has not been corrected by MTDS, Customer may terminate this Agreement with thirty (30) days written notice.
- iii) Customer may cancel Service at any time during the Term by providing sixty (60) days prior written notice. If you cancel, you agree to pay us (a) the remainder of the monthly service fees for the remaining period of your contract.
- iv) During the interval between signing this Agreement and the first actual installation of services Customer may cancel Service by providing fifteen (15) days prior written notice. If you cancel under this clause, you agree to pay us (a) any and all service fees accrued as of the effective cancellation date, plus (b) an early cancellation fee in an amount equal to fifty per-cent (50%) of the aggregate Service fees due for the term of this Agreement which would have otherwise accrued and been due, plus (c) any telephone company circuit cancellation charges incurred by us as a result of your cancellation.

#### c) Termination By MTDS

- i. MTDS may terminate this Agreement immediately upon the failure of the customer to pay all amounts due under this Agreement or in the event that the customer does not perform any other obligations stated herein. MTDS agrees that where feasible it shall provide such written notice together with a statement of all amounts due and the date by which such payment must be received in order to avoid termination of service and a statement of the action or payment required in order to avoid such termination in advance of such proposed termination. In the event that MTDS does so terminate service, customer shall be responsible for all costs, penalties, and payments which result or occur on account of such termination as stated herein or otherwise, in addition to the cancellation fee as stated in 9(b)(iii) and any costs of collection also as stated herein.

- ii. MTDS may suspend or terminate any or all services covered by this Agreement without liability at any time if MTDS reasonably believes its network integrity to be in jeopardy.
- iii. MTDS may partially or fully terminate this Agreement without liability in the event of a material change in law, regulation, or tariff renders MTDS incapable of providing the services enumerated in the sign-up sheet. Both parties recognize that this Agreement is subject to change, modification, or cancellation as may be required by any regulatory authority or court in the exercise of its lawful jurisdiction.
- iv. In the event that a working ADSL circuit cannot be installed on the telephone line specified in your application, MTDS will refund your installation fee and release you from this contract.

10) AVAILABILITY OF SERVICE

- a) The service that you select may not be available in all areas, may not be available at the rates, speeds, or bandwidth generally marketed, and in the case of ADSL services some telephone lines may not qualify for the Service even if initial testing showed that the line was qualified. Service is provided only on an "as is" basis and the throughput speeds and availability of your service are not guaranteed.
- b) At any time MTDS may, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.
- c) Service is provided to the location shown on the application form only. Should you move during the term of this Agreement MTDS is under no obligation to move your service, and if MTDS does move your service you may be charged move fees as well as a higher monthly rate depending upon the new location.
- d) MTDS may, in its sole discretion, refuse to accept your application for service for any reason whatsoever. Furthermore, in the case that your service is suspended due to nonpayment MTDS may require a reconnection fee to be paid in full prior to service being re-initiated.
- e) In the case of ADSL services customer recognizes that line-sharing technology may be used and that customer is responsible for ensuring that appropriate filtering equipment and any other equipment necessary is deployed on every phone in service at its location. Customer hereby waives any rights to claims against MTDS for any damages whatsoever related to interruption or degradation of phone service as a result of their use of the Service in this Agreement.

11) MANAGEMENT OF YOUR DATA, COMPUTER, AND CONNECTION

- a) You are solely and entirely responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router.
- b) You are solely and entirely responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, UserID, alias, and password on your equipment and/or router and firewalls to protect your information. MTDS is not responsible for backup and restoration of your information and strongly recommends the use and updating of commercial anti-virus and firewall software.
- c) You are solely and entirely responsible for the maintenance of your computer(s) and their compatibility with whatever products and Services you have purchased from MTDS.
- d) You agree that your use of the Service and the Internet, without limitation, is your sole responsibility, is solely at your own risk, and is subject to all applicable local, state, national, and international laws and regulations. You agree that MTDS has no control over the Internet and does not own the Internet and as such does not guarantee that the Service that you have ordered will suit your needs. You agree and understand that MTDS does not and can not guarantee or warrant that data available for downloading from the internet will be free of viruses, worms, or any other malicious code and that you are responsible for maintaining and implementing adequate procedures to protect yourself from these threats. You understand that through the Internet you and all users on the Service may have access to information that might be deemed to be inappropriate, sexually explicit, or offensive and that MTDS is not responsible for access by any users, you or minors, to objectionable or offensive data and that we recommend that if you are concerned about these things that you purchase a commercially available content filtering software package for your computer. You agree that the Internet is not a secure network and that third parties may be able to corrupt, intercept, or otherwise access the information that you transmit over the internet and MTDS is not responsible for any security or corruption issues whatsoever.

12) GENERAL

- a) Force Majeure  
If the performance of any obligation is interfered with by reason of any circumstances beyond the reasonable control of the party affected, then the party affected shall be excused from such performance to the extent necessary, provided that the party so affected shall use reasonable and diligent efforts to remove such causes of nonperformance.
- c) Assignment

Customer may not assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of MTDS. Any unauthorized attempt to assign this Agreement or any of Customer's rights, duties, or obligations without such prior written consent shall be considered null and void. MTDS may at its sole discretion terminate this Agreement and any licenses granted under this Agreement by notice to Customer effective on the date such notice is given if Customer assigns this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of MTDS. MTDS may assign its rights under this Agreement and this Agreement shall inure to the benefit of the successors and assigns of MTDS and shall be binding upon Customer.

d) Nonwaiver

Failure of either party to assert any of its rights on any one occasion under this Agreement shall in no way be construed as a waiver of such rights on any other occasion, nor shall a waiver of any right of either party constitute or be deemed a waiver of any other right.

e) Billing Disputes

Customer must provide MTDS with written notice of any disputed charge(s) within ninety (90) days of invoice delivery or will be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date for the respective invoice, Customer shall pay the invoiced amount minus the disputed amount by the due date. Customer shall have no right to withhold amounts not disputed by the Due Date, provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute any invoice within the time period established in this section. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges and reasons for the dispute. MTDS and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of MTDS, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution. If the dispute is subsequently resolved in favor of Customer, MTDS shall issue a credit on Customer's account for the disputed amount.

f) Cost of Collection or Action

In the event that MTDS is required to undertake any actions or incurs any costs to enforce any term or provision of this Agreement whether or not any suit is filed hereon, the customer agrees to pay, upon demand by MTDS, in addition to any other amounts due under the contract, all such costs including reasonable attorney's fees and other collection charges.

i) Entire Agreement Severability

This Agreement supersedes all prior communications between the parties relating to this Subject. If any provision of this Agreement is held to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

j) Amendment and Waiver

This Agreement may be amended or performance waived only in writing specifically waiving such rights and signed by the parties. This Agreement shall be controlling over additional or different terms of any purchase order or similar document relating to this Subject, even if accepted in writing by both parties.

k) Rules of Construction

No rule of construction requiring interpretation against the draftsman shall apply in the interpretations of this Agreement.

l) Acceptable Use Policy (AUP)

Customer acknowledges receipt of MTDS's Acceptable Use Policy and agrees to unconditionally abide by all of its terms and conditions.

Customer name :

Customer signature :

Date :