

1. Account Details									
Title	Mr	Mrs	Miss	Other:					
Name					Surname				
ID									
Postal Address					Physical Address				
	Code					Code			
Tel (H)				Tel (W)			Cell		
Current Email Address									

2. Business Only			
Organization			
Vat #		Company Registration #	

3. Connection Details		
Code	Service Name and Description	Cost
Choose Contract Duration:	Month-to-Month	1 Year
Note		

4. Direct Debit Instruction							
Account Holders Name							
Account Number				Bank			
Branch Code				Branch Name			
Type of Account	Current	Savings	Transmission	Day of Direct Debit Action	5th	15th	25th
<p>I/we hereby authorize Jenny Internet to draw against the amounts necessary to cover the monthly and arrear charges for all services rendered.  I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned Bank as if the instructions have been issued by me/us personally.</p> <p><b>Cancellation</b>  I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement.  I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.</p> <p><b>Assignment</b>  I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.</p>							
Authorized Signature					Date		
Beneficiary	Jenny Internet Limitada	Abbreviated Name as registered with the Bank		JENNYINTER			

## Service Application Authorization and Terms

### Contract Summary

- Jenny Services:** This agreement is for the main services offered to the Customer as per Connection Details in the sign-up form (above).
- Effective Date and Term:** The Agreement begins at service delivery (installation and activation). The duration of Term is as selected in the Jenny Signup Form. After the Term has ended, the contract shall continue and services will be billed on a month-to-month basis.
- Charges and Payment:** Billing starts immediately once services are activated, with payments due on the 5th of each following month. If you dispute a charge, notify Jenny before payment is due, including details like the invoice number, amount disputed, and reason. Jenny's accounts team will review the claim based on service usage records.
- Price adjustments:** Jenny may increase fees once per year, with 30 days' notice. Any increase must be reasonable and market-related, unless legally required.
- Equipment Rental:** Upon termination, the relevant equipment must be returned within 30 days in good condition, or equipment rental charges will continue to be billed monthly until successfully returned.
- Termination:** Either party can end the agreement with 30 days' notice.
- Early termination penalty:** Early termination by the Customer incurs a M6000.00 fee only if terminated before the end of Term. If Jenny breaches the Agreement and fails to resolve it, the Customer may terminate the Agreement without incurring the Early Termination Fee.
- Service interruptions** may occur for maintenance, repairs, or upgrades. Jenny is not liable for losses during these suspensions, but if the interruption lasts more than 48 consecutive hours, Jenny will issue a pro rata credit for that period.
- Customer Restrictions:** Customers are prohibited from modifying any rented equipment, including router settings, to ensure network stability.
- Legal and Liability:** Jenny observes industry quality standards but does not provide any guarantees. Jenny excludes its liability for data loss or unforeseeable service interruptions.
- Consumer Services Restriction:** Wireless Home services are intended for residential use only but may be business-paid, such as for staff packages. If Jenny finds that the home services are being utilised from a business premises, the services will be suspended immediately. In such circumstances, the customer will still have the option to transfer the agreement to a business services account, subject to the terms and conditions of the business services plan.

Jenny Internet Limitada

UIN 101212807

www.Jenny.co.mz | +258 20 611 811

Polana Cimento, Av.Julius Nyerere n53, 1 andar Maputo, Mozambique



## Equipment Rental Terms (if applicable)

1. Unnatural equipment damage from vandalism or purposeful neglect is not covered. Under such circumstances repair or replacement costs will be billed to the Customer.
2. Equipment rental service is contingent upon a 1 or 2-year contract term for the associated connectivity service (e.g., Wireless Home), unless written exceptions are granted.
3. The equipment remains the sole property of the equipment rental funder. This is either Jenny Internet (Pty) Ltd or the Jenny Dealer.
4. This is not a rent to buy contract. Jenny Internet (Pty) Ltd is not a financial services provider.
5. If the period of contract (term) has expired or was terminated for whatever reason, and the equipment remains in the possession of the Customer for 30 days after expiration/termination, the equipment will continue to be billed on a month-to-month basis.
6. If the Equipment Rental Agreement is terminated before the end of its term, the Customer may be responsible for covering the installation costs of the equipment to recover Jenny's wasted installation cost.

## Standard Terms and Conditions

### 1. Definitions and Interpretation

In this Agreement, the words hereunder will have the meanings assigned to them below:

- 1.1. "Acceptable Use Policy" means Jenny's Acceptable Use Policy which is available on its website and which may be updated from time to time;
- 1.2. "Agreement" means these Standard Terms and Conditions including quotes that form part of the associated connectivity Service/s;
- 1.3. "Confidential Information" means all information (in whatever format) which relates to the Agreement, is designated as confidential by either Party and relates to the business affairs, networks, customers, products, services, developments, trade secrets, know-how and employees of the Parties (including, in the case of the Customer, Personal Information); and/or information which may reasonably be regarded as being proprietary and confidential information of the Party disclosing such information;
- 1.4. "Customer" means the party specified as Customer on the Application Form to which these Standard Terms and Conditions refer;
- 1.5. "Delivery of Service" means the start of a connection for any particular Service where it becomes available for use by the Customer.
- 1.6. "Early Termination Fee" means the applicable fee(s) resulting from early termination as provided for in clause 8 (Termination) herein.
- 1.7. "Effective Date" means, notwithstanding the date of signature of this Agreement, the date when the Service is commissioned (made available) by Jenny for use by the Customer (Delivery of Service) irrespective of whether or not the Customer uses the Service;
- 1.8. "Jenny" means Jenny Internet Limitada, with Company Number: 101212807;
- 1.9. "Legislation" means those particular statutes, rules and regulations applying to the country in which the Services are rendered;
- 1.10. "Service/s" means all the service/s provided by Jenny to the Customer, including all software and equipment necessary for the provision of the Service/s;
- 1.11. "Signup Form" means the initial form detailing the Customer's information and particular contract.
- 1.12. "Term" means the duration of this Agreement selected by the Customer in the Sign-up form or as stipulated on a quote accepted by the Customer or as stipulated on a quote accepted by the Customer;
- 1.13. "VAT" means Value-Added Tax as defined in the relevant tax legislation for the area of Service;

### 2. Effective Date And Duration

- 2.1. The Effective Date of this Agreement is the date upon which the signatory of this agreement takes Delivery of Service.
- 2.2. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the effective date.
- 2.3. If at any time during the currency of the Agreement, the Customer upgrades the service, then the Effective Date in respect of the Service/s as upgraded shall be the date when the upgraded Service/s first commences.
- 2.4. The Term shall be as selected by the Customer in the Signup Form or confirmed by Customer quote.
- 2.5. The Agreement shall continue to be of force and effect after the expiry after the Term, on a month-to-month basis, unless agreed otherwise.

### 3. Charges And Payment

- 3.1. All Service/s provided are to be billed as of the Effective Date. In the event of a single Service consisting of a number of components, billing will commence for each respective component of that Service as and when each component of that Service is delivered and is available for use by the Customer.
- 3.2. The Customer is responsible for and agrees to pay Jenny all fees for the Service/s specified in Mozambique currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.
- 3.3. All prices specified include VAT unless otherwise stated.
- 3.4. Invoicing will be processed and delivered 30 (thirty) days in advance.
- 3.5. The payment terms and amounts payable will be determined by the relevant Services chosen by the Customer as per the Signup Form.
- 3.6. In the event of any dispute arising as to the amount or calculation of any fee or charge to which Jenny is entitled (Billing Dispute), the Customer shall, before payment for such invoice is due, deliver a notice in writing to Jenny setting out the nature of the dispute. Such notice must include:
  - 3.6.1. the date and number of the disputed invoice;
  - 3.6.2. the amount in dispute;
  - 3.6.3. the reason for the dispute; and
  - 3.6.4. supporting documentation, as deemed appropriate.
 The Billing Dispute shall be referred for determination to Jenny's accounts department for Jenny to report on all relevant usage and periods of Service in order to allow the Customer to reasonably establish indebtedness.
- 3.7. Jenny shall be entitled from time to time, on 30 (thirty) days prior written notice thereof, to increase the monthly fees, provided that:
  - 3.7.1. Jenny undertakes and warrants that any price increase applicable to the Service(s) shall be limited to one (1) variation per year (12-month period), unless such increase is required by law or due to national economic or technical requirements.
  - 3.7.2. A fee increase shall be reasonable and market related, taking into account all operational expenses associated with the particular Service(s).

### 4. Customer's Obligations

- 4.1. Customers shall comply strictly with all relevant Statutory restrictions that may be imposed on computer networks through which any information and/or data transmitted by Customer passes.
- 4.2. Customer shall not commit or attempt to commit any act or omission which directly or indirectly:
  - 4.2.1. damages in any way Jenny technical infrastructure or any part thereof;
  - 4.2.2. impairs or precludes Jenny from being able to provide the Service/s in a reasonable and businesslike manner;
  - 4.2.3. constitutes an abuse or malicious misuse (as determined by applicable Legislation) of the Service/s;
 

Or is calculated to have the above mentioned effect. In such an event, should Jenny incur expenses to remedy the situation, Jenny reserves the right to charge the Customer the amount necessary to cover Jenny's additional expenditure.

Notwithstanding the above, Jenny reserves the right to take any other appropriate action it may deem necessary to remedy the situation.
- 4.3. Customers are prohibited from modifying any equipment (including but not limited to router equipment) utilised by Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment.
- 4.4. Customers shall at all times adhere to and ensure compliance with the Acceptable Use Policy (available on Jenny's website).
- 4.5. Under no circumstances may Customer resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Jenny, its servants, its agents, or any other persons for whom it may be liable in law (and in whose favour this provision constitutes a stipulation alteri) if Jenny interrupts the Service to Customer as it would be entitled to do if Customer is in default of any of its obligations under this Agreement to Jenny or in the circumstances contemplated in clause 6.4 below.
- 4.6. Customers may not at any time use the Service in contravention of any Mozambique law. In particular, the Customer undertakes to familiarise himself/herself and ensure that it is kept continuously apprised of all Mozambique law in force from time to time which has any bearing on the Service and/or its use. The Customer acknowledges that Jenny has no obligation to assist Customers in this regard.
- 4.7. Consumer Services Restriction: Wireless Home Services are intended for residential use only but may be paid for by a business, such as in the case of staff packages. If Jenny finds that the services are being used from a business premises, the services will be suspended immediately. In such cases, the customer will have the option to transfer the agreement to a business services account or cancel the service by the end of the current billing cycle.

### 5. Warranties

- 5.1. Jenny undertakes to all its Customers that all relevant quality of service and experience standards shall be observed, in accordance with the stipulated industry guidelines and regulations provided from time to time.
- 5.2. Save as expressly set out in this Agreement or its Annexures, Jenny can not make any representations nor give any express warranties or guarantees in respect of the Service/s and all warranties which are implied or residual at common law are hereby expressly excluded.
- 5.3. Without limitation to the generality of clause 5.2 above, Jenny does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service/s:
  - 5.3.1. will be preserved or sustained in its entirety;
  - 5.3.2. will be delivered to any or all of the intended recipients;
  - 5.3.3. will be suitable for any purpose;
  - 5.3.4. will be free of inaccuracies or defects or bugs or viruses of any kind; or
  - 5.3.5. will be secured against intrusion by unauthorised third parties; And Jenny assumes no liability, responsibility, or obligations in regard to any of the exclusions set forth in this clause.

### 6. Exclusion Of Liability

- 6.1. Except as otherwise expressly provided herein to the contrary, Jenny shall not be liable to Customer or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against Jenny or against Customer by any party, arising directly or indirectly out of the Service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 6.2. Customer hereby indemnifies Jenny against and holds Jenny harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof.
- 6.3. Because of the need to conduct maintenance, repair and/or improvement work from time to time on the network infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of Jenny of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising therefrom, is excluded. Should the provision of the Service/s be suspended by Jenny for the purpose aforementioned for a period in excess of 48 (forty eight) consecutive hours, Jenny shall give Customer credit in an amount that represents a pro rata portion of the Customer's basic monthly subscription fee for the month during which the said suspension occurred.
- 6.4. Where the Service/s provided include Hosting Services, then, notwithstanding anything to the contrary contained in this Agreement, Jenny reserves the right in its absolute discretion and after the receipt by Jenny of any complaint from any governmental department, or any other third party (including but not limited to any Internet industry body or any other organisation) that Customer's website contains information that infringes against any third party's rights in terms of the governing law of Mozambique, the Electronic Communications and Transactions Legislation, any other legislative enactment or regulation in force from time to time or is defamatory in nature, to immediately give written notice to Customer of Jenny's intention to remove the offending information or any portion thereof from Customer's web site. Should such offending information not be removed from the web site by Customer within 24 hours of written notice to that effect, Jenny shall be entitled to immediately remove the offending information or any portion thereof from Customer's website, or where it is not possible to remove such content, to terminate the Hosting Services of such Customer. Any removal or termination by Jenny shall in no way constitute a breach by Jenny of this Agreement.

### 7. Documentation

- 7.1. Any specifications, descriptive matter, drawings and other documents which may be furnished by Jenny to the Customer from time to time:
  - 7.1.1. do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement;
  - 7.1.2. shall remain the property of Jenny and shall be deemed to have been imparted by it in trust to Customer for the sole use of Customer.
- 7.2. All copyright in such documents vests in Jenny. Such documents shall be returned to Jenny on demand.

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