



Terms and Condition

1. Service Application

This form is legally binding as proof of service application and Service Level Agreement.

2. Service Acceptance

If Service Acceptance and Handover Certificate is not signed within 4 days of service provisioning, and the service is optimum in our opinion, this will document will serve as acceptance to commence billing from the service provision date.

3. Term

This agreement shall remain in force for a period indicated above from the commencement date and shall thereafter renew automatically for periods equivalent to service contract duration unless terminated in accordance with clause No. 7 below.

4. Warranty

Wherever applicable, Warranty lasts for 6 months after equipments purchase and does not cover for equipment malfunctions due to faulty power, lack of UPS, power spikes or surges. Warranty can thereafter be extended at 20% of initial purchase price.

5. Equipment

All equipment provided by Directcore Technologies Limited for free, remains property of Directcore Technologies Limited and will be recovered when the service contract is terminated.

6. Payment Mode

The services will be provided on pre-paid basis.

7. Termination

Either party shall be entitled to terminate this contract by giving a ninety (90) days notice in writing. The termination of this Agreement for whatever cause shall in no way prejudice the rights of either party accrued to the date of such termination and shall affect the Master Service Agreement to the extent of services provided in this service order form ONLY.

8. Confidentiality

Each party to this Agreement shall at all times use its best endeavors to keep confidential (and to procure that its offices, employees and agents shall keep confidential) any information it may acquire in relation to clients, business or affairs of the other party to this Agreement and shall not use or disclose such information without the consent of the other party to this Agreement or in accordance with an order of a court of competent jurisdiction. The customer acknowledges that all of the information contained in this Internet Services Order Form is proprietary and confidential to Directcore Technologies Limited.

9. Partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the parties to this Agreement nor constitute any party the agent of the other party or

otherwise entitle any party to have authority to bind the other party to this Agreement for any purpose.

10. Force Majeure

Neither party shall be responsible for any delay or failure in performance of this Agreement due to Force Majeure such as war, hostilities, revolution, civil commotion, strikes, lockouts, epidemics, accidents, fire, wind, flood, earthquakes or by any law or order, proclamation, regulation or ordinance of any government or any sub-division thereof or because any act of God, nature or public enemy, act or omission of carriers or suppliers or for any other cause beyond the control of the party affected. In case of Force Majeure, the party affected will notify the other party as soon as possible.

11. Legal Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the Republic of Kenya, which shall mean present laws or any statutory modification or reenactment thereof for the time being in force.

12. Arbitration

Any dispute or question which may arise at any time between the parties regarding the construction of this Agreement or the rights or liabilities of the parties shall be referred to the decision of a single arbitrator in Nairobi to be agreed upon between the parties or in default of agreement within fourteen (14) days after service by one of the parties hereto on the other of notice of the existence of such dispute difference or question to be appointed at the request of either party by the Chairman for the time being Kenya Branch of Chartered Institute of Arbitrators and such arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration Act (Chapter 49 of the Laws of Kenya) as may be amended from time to time and the rules of the Chartered Institute of Arbitrators (Kenya Branch) shall apply to such arbitration proceedings.

13. Licenses

The customer will be responsible for their licenses, compliance, systems and software level security. Directcore Technologies Limited wholly or through its partners will provide security to the infrastructure, necessary compliance and licenses required for the infrastructure.

14. Service Delivery Timeliness

Installation within the buildings where we have presence allow up-to 48hrs after signup.

For buildings which we do not have presence we do carry out a site survey which takes upto 48hrs. Depending on the outcome of the site survey allow the technical team to implement within 4days from the date of survey.

NB:- On signup a service delivery team member will get in touch with the client to schedule for the installation.

15. Reimbursements

In cases where the service is completely not available, allow the finance team to reimburse the payments within 60days from the dates of payments. The finance team has to do reconciliations before reimbursement can be done.